

**State of Hawaii Integrated Local Plan
For Title I-B of the Workforce Investment Act
And the Wagner-Peyser Plan**

July 1, 2013– June 30, 2017

Kaua`i County

Local Area Plan



**Kaua`i County Local Area Plan
For 2013-2017
Title I – Workforce Investment Act and the Wagner-Peyser Act**

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References

1. Workforce Investment Act of 1998 (WIA), P.L. 105-220, Sections (§§)117(d) and 118
2. Title 20 Code of Federal Regulations (Title 20 CFR) §§ 661.345, 661.350 and 661.355
2. Training and Employment Guidance Letter (“TEGL”) No. 21-11 and TEGL No. 37-11
3. WI Bulletins 06-12 and 06-12, Change 1
4. <http://www.hiwi.org/>– web page of DLIR’s Research & Statistics Office

Local Plan Certification Signatures

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This plan represents the Kaua`i Local Workforce Investment Board's efforts to maximize and coordinate resources available under Title I of the Workforce Investment Act (WIA) of 1998. It is submitted for the period of July 1, 2013 – June 30, 2017 with the assurance that we will operate our Workforce Investment Act and Wagner-Peyser programs in accordance with this plan and applicable federal and state laws and regulations.

Chair of Kaua`i
Workforce Investment Board

Mayor of Kaua`i County

Steven Lupkes
Name (printed or typed)

Bernard Carvalho
Name (printed or typed)

Date

Date

Plan Narrative

State of Hawaii Integrated Local Plan
for Title I-B of the Workforce Investment Act
and the Wagner-Peyser Plan

Kauai County

July 1, 2013– June 30, 2017

Section I -Strategic Plan

This section should address how the economic downturn has impacted the economy of the local area, its businesses, job seekers and workers. Include in your descriptions the sources of information and dates. How are the various activities related to sustainable development? Respond to each question by assessing your local area's current and future strategies and by identifying steps to implement and improve your service level.

A. Assessment of Labor and Economic Market Needs

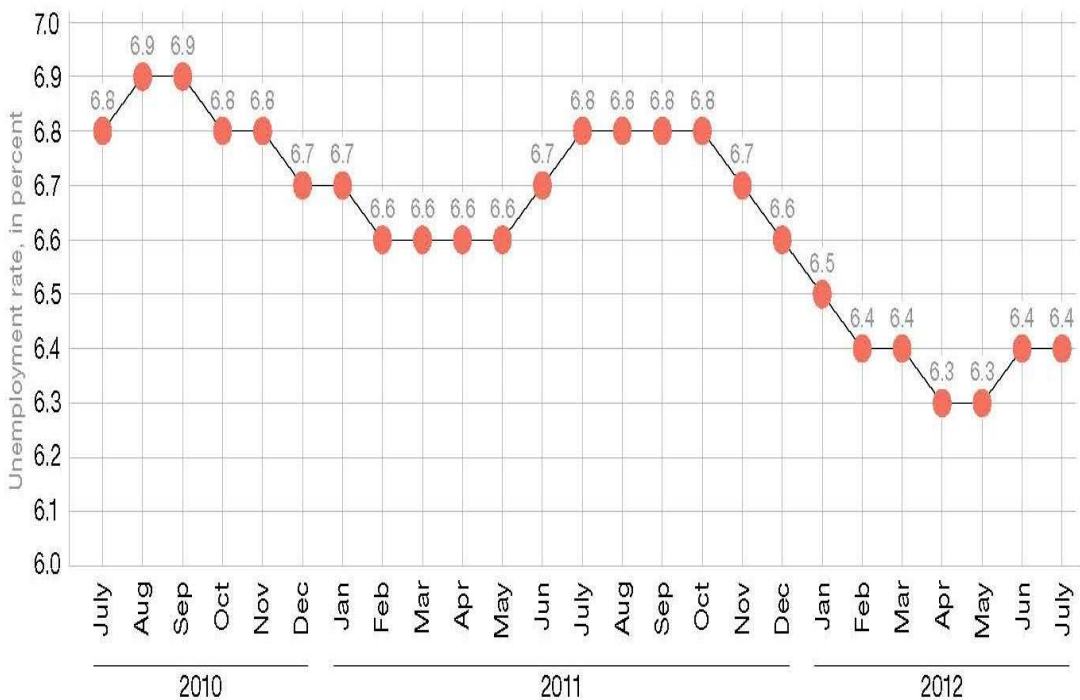
1. *Identify the workforce investment needs of businesses, job seekers and workers in your local area. Include a description of the demographics of the county e.g. ethnic, racial, linguistic, older persons and individuals with disabilities? [WIA Section 118(b)(1)(A); Title 20 Code of Federal Regulations (CFR) §661.350(a)(1)]*

In 2008 - 2012, vastly changing times and economic downturn impacted the economy of the island of Kauaʻi, its businesses, job seekers and workers. Federal funds have targeted the areas of energy, health care and agriculture in the state of Hawaii. The County of Kauaʻi's efforts to improve and sustain the local economy includes the maximizing of federal dollars and community partnerships whenever possible and collaborations among vested agencies and organizations.

Chart 1 below shows how the unemployment rate has fluctuated over time.

CHART 1

Seasonally-Adjusted Unemployment Rate in Hawaii, July 2010–July 2012



SOURCE: Research & Statistics Office, State of Hawaii

DEMOGRAPHICS (1)

Kauai County, Hawaii

Source: Kaua'i County Quick Facts, US Dept. of the Census Information

People Quick Facts	Kauai County	Hawaii
i Population, 2012 estimate	68,434	1,392,313
i Population, 2010 (April 1) estimates base	67,091	1,360,301
i Population, percent change, April 1, 2010 to July 1, 2012	2.0%	2.4%
i Population, 2010	67,091	1,360,301
i Persons under 5 years, percent, 2011	6.4%	6.4%
i Persons under 18 years, percent, 2011	22.4%	22.2%
i Persons 65 years and over, percent, 2011	15.5%	14.7%
i Female persons, percent, 2011	49.8%	49.8%

i White persons, percent, 2011 (a)	33.5%	26.0%
i Black persons, percent, 2011 (a)	0.6%	2.0%
i American Indian and Alaska Native persons, percent, 2011 (a)	0.5%	0.4%
i Asian persons, percent, 2011 (a)	31.8%	38.5%
i Native Hawaiian and Other Pacific Islander persons, percent, 2011 (a)	9.2%	10.1%
i Persons reporting two or more races, percent, 2011	24.5%	22.9%
i Persons of Hispanic or Latino Origin, percent, 2011 (b)	9.7%	9.2%
i White persons not Hispanic, percent, 2011	30.4%	22.9%

i Living in same house 1 year & over, percent, 2007-2011	87.8%	84.9%
i Foreign born persons, percent, 2007-2011	14.9%	17.8%
i Language other than English spoken at home, percent age 5+, 2007-2011	21.2%	25.6%
i High school graduate or higher, percent of persons age 25+, 2007-2011	88.5%	90.1%
i Bachelor's degree or higher, percent of persons age 25+, 2007-2011	24.3%	29.5%
i Veterans, 2007-2011	4,884	114,109
i Mean travel time to work (minutes), workers age 16+, 2007-2011	20.0	25.9

i Housing units, 2011	30,269	522,305
i Homeownership rate, 2007-2011	63.6%	58.7%
i Housing units in multi-unit structures, percent, 2007-2011	25.7%	38.9%
i Median value of owner-occupied housing units, 2007-2011	\$561,600	\$529,500
i Households, 2007-2011	21,884	445,513
i Persons per household, 2007-2011	2.98	2.93
i Per capita money income in the past 12 months (2011	\$26,591	\$29,203

dollars), 2007-2011		
i Median household income, 2007-2011	\$64,422	\$67,116
i Persons below poverty level, percent, 2007-2011	10.0%	10.2%
Business Quick Facts	Kauai County	Hawaii
i Private nonfarm establishments, 2010	1,913	31,939 ²
i Private nonfarm employment, 2010	23,216	478,838 ²
i Private nonfarm employment, percent change, 2000-2010	17.1	10.8 ²
i Non-employer establishments, 2010	6,048	92,126

i Total number of firms, 2007	8,316	120,374
i Black-owned firms, percent, 2007	F	0.9%
i American Indian- and Alaska Native-owned firms, percent, 2007	3.0%	1.3%
i Asian-owned firms, percent, 2007	35.5%	47.2%
i Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	10.2%	9.5%
i Hispanic-owned firms, percent, 2007	5.0%	3.6%
i Women-owned firms, percent, 2007	31.8%	31.0%

i Manufacturers shipments, 2007 (\$1000)	0 ¹	8,799,266
i Merchant wholesaler sales, 2007 (\$1000)	209,395	8,894,672
i Retail sales, 2007 (\$1000)	1,052,671	17,611,851
i Retail sales per capita, 2007	\$16,730	\$13,793
i Accommodation and food services sales, 2007 (\$1000)	591,483	8,042,210
i Building permits, 2011	120	2,743
Geography Quick Facts	Kauai County	Hawaii
i Land area in square miles, 2010	619.96	6,422.63
i Persons per square mile, 2010	108.2	211.8
i FIPS Code	007	15
i Metropolitan or Micropolitan Statistical Area	Kapaa, HI Micro Area	

DVR Population	Kauai County FY11	Hawaii State FY11
Recorded Services	<p>68,434 island population</p> <hr/> <p>479 served = 3.3%</p>	<p>1,392,313 State Population</p> <hr/> <p>6,135 served = 0.45%</p>

Information from DVR Office – Kauai Branch 5/6/2013.

State of Hawaii Division of Vocational Rehabilitation & Services for the Blind Division

Indicators	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
Participants Served	7,712	7,858	6,990	8,792	6,670	6,135
Referrals Received	2,315	2,716	2,491	1,963	958	1,033
Participants Placed into	697	560	589	514	370	225
Of those placed into jobs:						
Participants w/ Severe Disabilities	602	467	503	496	322	225
	86%	83%	85%	96%	87%	94%
Participants receiving Public Assistance	214	158	140	152	93	54
	31%	28%	24%	30%	25%	24%
Net Gain in Annual Earning Power for Rehabilitated Individual after receiving VR services	618%	493%	463%	470%	482%	500%

Source: State of Hawaii, Department of Human Services; Annual Report 2009, 2010 & 2011.

More Demographic Information: Working Age Group 18 to 65 years

Subject Demographics (Chart 2)	Hawaii				Kauai County, Hawaii			
	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent	Percent Margin of Error
SEX AND AGE								
Total population	1,346,554	*****	1,346,554	(X)	66,306	*****	66,306	(X)
Male	674,569	+/-214	50.1%	+/-0.1	33,379	+/-133	50.3%	+/-0.2
Female	671,985	+/-214	49.9%	+/-0.1	32,927	+/-133	49.7%	+/-0.2
Under 5 years	87,406	+/-155	6.5%	+/-0.1	4,226	+/-43	6.4%	+/-0.1
5 to 9 years	80,235	+/-1,362	6.0%	+/-0.1	4,307	+/-313	6.5%	+/-0.5
10 to 14 years	82,458	+/-1,365	6.1%	+/-0.1	3,758	+/-322	5.7%	+/-0.5
15 to 19 years	85,776	+/-313	6.4%	+/-0.1	4,151	+/-162	6.3%	+/-0.2
20 to 24 years	95,250	+/-335	7.1%	+/-0.1	3,703	+/-183	5.6%	+/-0.3
25 to 34 years	183,589	+/-325	13.6%	+/-0.1	7,858	+/-110	11.9%	+/-0.2
35 to 44 years	177,030	+/-237	13.1%	+/-0.1	8,316	+/-70	12.5%	+/-0.1
45 to 54 years	192,920	+/-158	14.3%	+/-0.1	10,416	+/-96	15.7%	+/-0.1
55 to 59 years	90,234	+/-1,417	6.7%	+/-0.1	5,399	+/-320	8.1%	+/-0.5
60 to 64 years	80,630	+/-1,431	6.0%	+/-0.1	4,406	+/-317	6.6%	+/-0.5
65 to 74 years	97,220	+/-128	7.2%	+/-0.1	5,159	+/-80	7.8%	+/-0.1
75 to 84 years	64,808	+/-956	4.8%	+/-0.1	3,024	+/-182	4.6%	+/-0.3
85 years and over	28,998	+/-948	2.2%	+/-0.1	1,583	+/-189	2.4%	+/-0.3

2. *What are the current and projected employment opportunities in your local area? Explain how the demand list was shaped for top industries and occupations. [WIA §118(b)(1)(B); 20 CFR § 661.350(a)(2)]*

Total employment in Kauai County will rise to 36,700 jobs by the year 2018. The projected increase of 2,990 jobs will account for 6 percent of the employment gains throughout the state during the projected period. With an annual growth rate of 0.9 percent, Kauai County's rate will be slightly higher than the statewide rate of 0.7 percent.

The service-providing industries (trade, transportation, and utilities; information; financial activities; professional and business services; education and health services; leisure and hospitality; other services; and government) will dominate job gains. This sector will provide 85 percent of the positions added from 2008 to 2018 and will be the source of employment for approximately four-fifths of the county's workforce. Trade, transportation, and utilities; education and health services; and leisure and hospitality, the three largest industries, will generate more than half of the total positions added.

The goods-producing industries (natural resources and mining; construction; and agriculture) will represent 6 percent of the total jobs added and will retain a 9 percent share of all county jobs. Construction and manufacturing will add to this sector while natural resources and mining will post the only job loss among all the industries [www.hiwi.org (see more details below)].

Employment growth in **self-employed and unpaid family workers** will keep pace with the county's annual average rate of 0.9 percent.

2018 Industry Employment Distribution Source: Hawaii State Department of Labor and Industrial Relations, Research and Statistics Office, July 2011. For more detailed industry forecasts, visit our website: www.hiwi.org

3. *Describe any significant changes in your local area resulting from the current economic downturn and any differences in the way services are being delivered. [20 CFR §661.355]*

Kauai's currently dominated by service industries. Low-skilled occupations typically require less than a month of training, usually on-the-job, and comprise 60% of the 20 largest occupations on Kaua'i. Medium-skilled occupations generally require one to twelve months of training or education and comprise 25% of the top 20 occupations. High-skilled occupations require at least an associate degree or more long-term formal education and comprise only 15% of the 20 largest occupations.

During challenging economic times these low skilled service jobs were among the first to experience diminished demand. The leisure and hospitality industry alone lost 1,100 jobs between August 2008 and August 2009.

4. *What is the assessment of the current workforce skills and knowledge, and what are the skill gaps that the local area will work to close?*

The fastest growing occupations by percentage growth shown in Chart 1, are all mid to high skill jobs on the island of Kaua'i (See Chart 1). As part of our skills gap analysis, the local workforce common education level of potential candidates in the system for Kaua'i County is people with a High School diploma or equivalent with 38.51%. The second most common educational level of potential candidates in the system for Kaua'i is one to three years at college or vocational school with 21.79% (www.hiwi.org).

The skills gaps that Kaua'i would like to close are areas where the need for basic courses in Math and English are needed to obtain long term certification and or degrees for mid to high skilled jobs. Students have not been meeting this competence in the past.

Recently, courses coordinated with Kauai Community College called the "iCan" courses – reflect the basic required classes needed for specific degrees/certificate programs of study. These courses that recently started in Spring 2013 have aided in the students' success in the past semester.

Other specialty skills are needed in the Energy, Agriculture and Healthcare.

Work readiness, business: sales & marketing, soft skills, interpersonal skills, Technical tools, machines, and other technical equipment require specialized training.

See Chart 1, below for the 20 fastest growing occupations on Kauai.

See Chart 2, Hawaii's Fastest Growing Industries by Rate of Growth (short term and long term projections).

See Appendix 11. For Analysis of Kauai's Fastest growing Occupation see chart 1.

KAUAI COUNTY TOP 20 FASTEST GROWING OCCUPATIONS

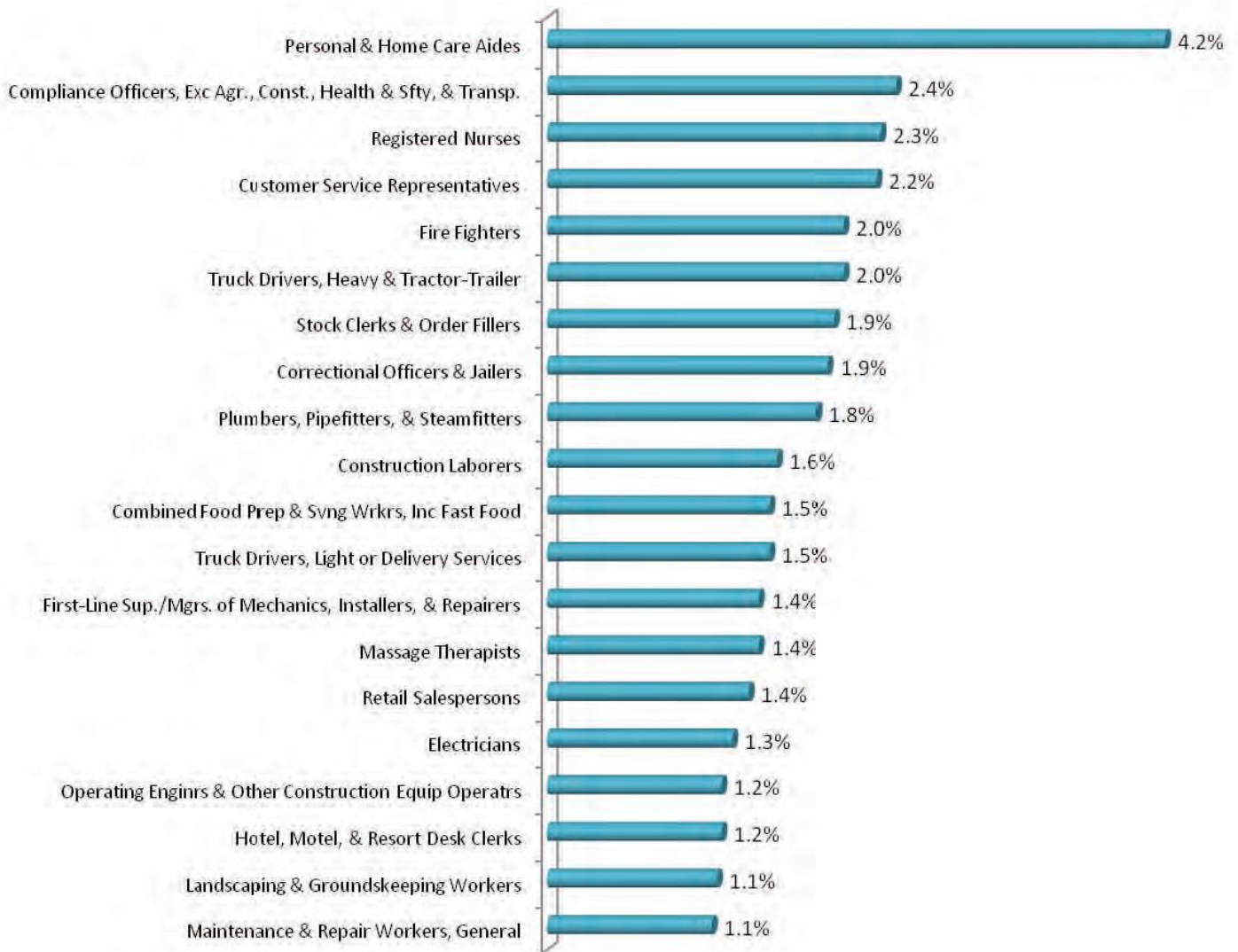


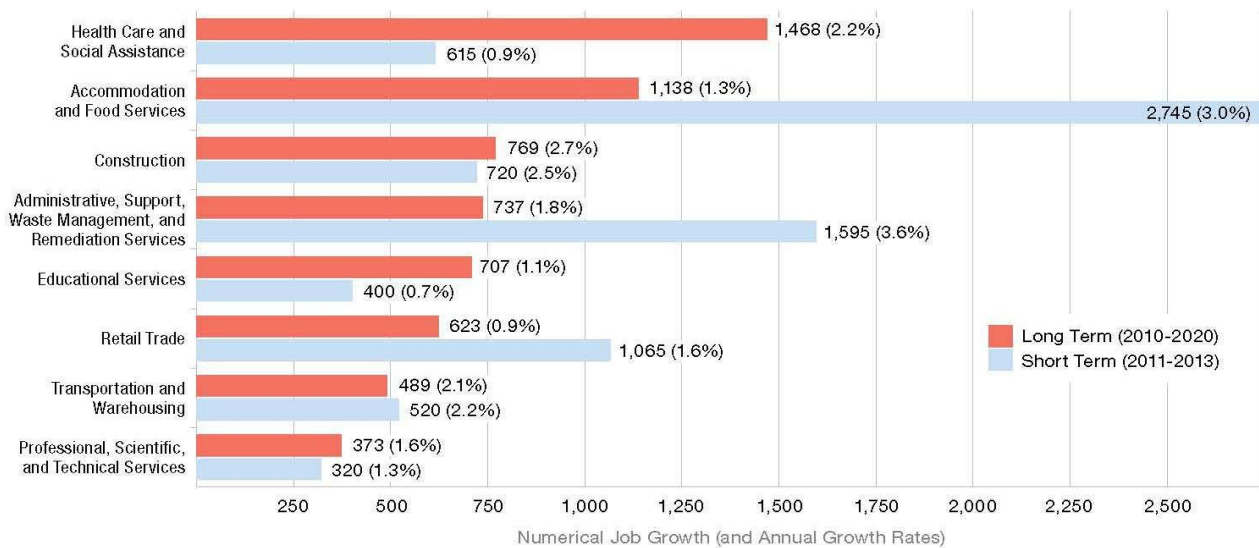
CHART 1

Average Annual Growth Rate

*Includes only occupations with 100 or more employment.

Hawaii State Department of Labor and Industrial Relations • Research and Statistics Office • Employment Projections for Industries and Occupations 2008-2018

CHART 2
Hawaii's Top Growth Industries Projected in the Long and Short Term



SOURCE: Research & Statistics Office, State of Hawaii

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5. What challenges does the local area face in attaining the skills and education and training needed to obtain employment?[WIA §118(b)(1)(C)); 20 CFR § 661.350(a)(2)]

Lack of basic skills such as Math and English hamper the ability to train workers.

There is evidence of migration of skilled workers, such as construction workers and nurses, follow the jobs and when jobs disappear on Kauai they go other places. Other skilled workers such as college graduates also leave Kauai to find employment that utilizes their particular skills.

Kauai County, 2008-2018							
Employment Growth							
Average annual openings due to:							
Occupation	2008	2018	Net	Percent	Growth	Replacements	Total
Total, All Occupations	33,710	36700	2990	8.9%	320	820	1140
Management	2,390	2460	70	2.9%	10	50	60
Business and Financial Operations	810	930	120	14.8%	10	20	30
Professional and Related	3,940	4340	400	10.2%	40	90	150
Service	10,570	11600	1030	9.7%	110	300	410
Sales and Related	4,090	4560	470	11.5%	50	120	160
Office and Administrative Support	4,680	4970	290	6.2%	40	100	130
Farming, Fishing, and Forestry	610	610	-10	-1.6%	<10	20	20
Construction and Extraction	2,410	1420	120	9.2%	10	30	40
Production	880	930	50	5.7%	10	20	20
Transportation and Material Moving	2,260	2260	200	9.7%	20	50	80

Totals may not add due to rounding to the nearest ten.

Source: Hawaii State Department of Labor and Industrial Relations, Research and Statistics Office, July 2011.
For more detailed occupational forecasts, visit our website: www.hiwi.org

Presumably these losses were from the unemployed. When the economy starts to recover, it will be challenging to replace these out-migrated workers if they were skilled workers who were displaced from skilled positions that are restored during the recovery.

The Board will continue to assess the skills mix that has been lost to determine proactive measures needed to recover the lost talent. Collaborations need to continue between Consortium Committee Service Provider Members that also share/leverage resources.

Training modalities in targeted industries: Energy, Agriculture and Healthcare, need to carefully be monitored and evaluated by the local WIB and make necessary changes for the success of the program.

6. *How well is the Local Area equipped to meet those challenges?*

As a permanent local education and training provider, Kaua'i Community College is dedicated to working in collaboration with the local Workforce Development Division and the local WIB Board to monitor and assess needed education and training in the Kauai Community.

The College's Representative meets regularly with mandated service provider partners to assess needed areas and plan accordingly. The group assists with Job Fairs, Career Days in the high schools, and provides needed "rapid response" for businesses needing services.

Keiki to Career Kauai is a new initiative being launched in May to bring together educators and the nonprofit community to strengthen the career planning and preparation of young people and to improve skills of those leaving high school and their job readiness. This also aligns with new standards adopted by the Department of Education.

The local training provider, Kaua'i Community College faculty and staff, have been working with union representatives and employers to develop appropriate curricula to address various aspects of green jobs, initially in construction and the trades. In addition to these credit programs, KCC started a non-credit Solar Energy Installation & Maintenance certificate.

Kaua'i Community College Energy-Related Curriculum				
INDUSTRY	OCCUPATIONS	EDUCATION AND TRAINING PROGRAMS	DURATION & CERTIFICATE OR DEGREE	NATIONAL STANDARDS
Building Design and Construction Weatherization	<ul style="list-style-type: none"> •Certified Energy Auditor/Home Energy Rater •Energy Commissioners 	Energy Management Training Program - Residential & Small Business Track - Commercial Track	Certificate of Completion (88-hour + 10 hour applied)	BPI, RESNET HERS, LEEDS

Lighting HVAC Solar Water Heating Solar Thermal Cooling	<ul style="list-style-type: none"> •Energy Efficiency Retrofitters and Installers •Laborer, Construction Worker •Project/Construction Manager •Blueprint and CADD Technicians •Carpenters •Drywallers •Plumbers •Welders •Electricians •Facility Engineers 	Facility Engineering Program	Certificate of Completion (23 credits)	BPI, RESNET HERS, LEEDS, NAHB CGP
Photovoltaics	<ul style="list-style-type: none"> •Installer •Maintenance •Welder •Sales and Distribution •PV Performance Consultant 	Photovoltaic Energy Training Program -Small Business and Residential Track -Commercial Track	Certificate of Completion (88-hour + 10 hour applied)	NABCEP certification
Process Technology	<ul style="list-style-type: none"> •Maintenance and Repair Systems Technician •Equipment Operators •Stationary Engineers 	Process Technician Program	Certificate of Completion (500 hours)	NIST, ISA Certified Automation Professional

Source: Hawaii State Department of Labor and Industrial Relations, Research and Statistics Office, July 2011.

For more detailed occupational forecasts, visit our website: www.hiwi.org *Occupational Employment and Growth*,

B. Local Area Vision, Goals and Strategies

1. What is the vision of the LWIB?

KWIB Vision: The skills and talents of Kauai's workforce power a vigorous economic environment where business and workers are equipped to maintain a thriving economy for residents, and our future generations.

KWIB Mission: To ensure Kauai's workforce is prepared with needed skills and talents to develop a flourishing community

2. Indicate any additional goals for Program Years 2013-2017 that fall outside the Governor's New Day goals listed on page 1 that are important for the Local Area.

The Kaua'i Comprehensive Economic Development Plan 2010-2015 focused on six emerging clusters through 2015 to serve the needs of the community.

- Agriculture and Food
- Healthcare and Wellness
- Sports and Recreation
- Arts and Culture
- Science and Technology
- Sustainable Technologies and Practices

3. *What are the Local Area's two to four top priorities for 2013-2017?*

- ❖ Focus on development of living wage skills with emphasis on Renewable Energy, Healthcare and Agriculture. The long term solution is to upgrade workers' skills allowing them to have more permanent jobs which pay a better wage. Review all local industries to identify high value skills in each area that Kauai has a unique advantage and offer education and training to meet the demand.
- ❖ Encourage and support activities that build 21st century skills at all educational levels from kindergarten through college. Today's workforce needs to be adaptable to changing systems and procedures in the workplace. Most people will work in a number of careers before they retire. To be prepared, they need to develop essential technical, critical thinking and analytical skills, along with good communication and the ability to find creative solutions to problems. Students graduating from high school or college and entering the workforce need to come prepared with these skills so they can contribute meaningfully in their position and easily transition from one job to another when needed. These skills help to build self-confidence and connectivity to their community.

4. *How has the Local Area aligned itself with regional economic development to ensure that workforce development services support anticipated industry growth, employment opportunities and required skilled competencies? [Training Employment Guidance Letter (TEGL) No. 21-11, Item 7A, Bullet 1]*

The Kaua'i County area continue to align itself with regional economic development as shown in the Kaua'i Comprehensive Development (CEDS) Plan with six emerging clusters:

- Agriculture/Food
- Healthcare and Wellness
- Sports & Recreation
- Arts and Culture
- High Technology
- Renewable Energy

These clusters align with the Governor's state plan that includes: Healthcare, Energy and Agriculture as three important employment opportunity areas.

The local workforce board (KWIB) is made up of members from State, County and private/non-profit community agencies and organizations, educational institutions and local businesses. These agencies and organizations work in collaboration to ensure that the delivery of needed support and intensive services is in place and employment opportunities are available to eligible clientele.

The local board oversees the economic development of the area by assessing the education and training needs of growing businesses and or industries in the county and make needed recommendations to benefit the community.

5. *How has the Local Area coordinated across different programs and funding streams to integrate planning processes and operational procedures to lower costs and increase the effectiveness of service delivery? How do these cross-program strategies link to employers and sector strategies (such as the skill panels for healthcare, agriculture and software development). [TEGL No. 21-11, Items 5 & 7A, Bullet 2]*

In KWIB meetings different programs and funding streams are continuously discussed between service partners to increase the effectiveness of core service deliveries. Ongoing cross communication is essential for success in this area. Planning for new green training programs at Kauai Community College, for example, was enhanced with input from private sector employers. Other examples are the continuous collaboration between consortium partners that participate in resource sharing/leveraging to meet the needs of their clients. Referrals are commonly made between partners and a common form to be used for referrals is in the process of being developed by the consortium partners.

These cross-program strategies help to bring business industries and service providers together for more regional collaborations lessening the cost of services. Such as in the case of the Agriculture Skills Panel, where this targeted industry collaborated with other public entities to help create Agriculture Bills to be sent to the State Legislature for review. This type of collaboration aids the State in boosting the Ag Industry and alignment of the State goals as well as the Governor's vision.

6. *Has the Local Area performed a skills gap analysis for the top 5-10 targeted jobs? If yes, please attach a copy of the analysis and include O*NET codes. [TEGL No. 21-11, Item 7A, Bullet 3]*

A "skills gap analysis" was done with the top 10 fastest growing occupations on the island of Kauai (see chart on page 7). See appendix 11 as shown. Top ten occupations are:

- Certified Nurse Assistant*
- Construction Engineer*
- Registered Nurse*
- Customer Service Representative
- Firefighter
- Truck Driver Heavy Duty, CDL A*
- Stock Clerk, Warehouse
- Corrections Officer
- Plumber, Pipefitter*
- Construction laborer*

Astericks *, note fastest above average growth of occupations to 2020. Long term training needed by 2 occupations: registered nurses and plumbers. All areas lack the needed:

- Work readiness skills
- Independent Business Skills: Sales & Marketing
- Soft Skills/Interpersonal Skills
- Technical knowledge: Tools & Equipment.

Of the three State focused areas in Healthcare, Energy and Agriculture, only Healthcare made the top ten occupations on Kauai. We anticipate new areas of growth in Energy and Agriculture in this new period.

7. *What are the Local Area's key partnerships that are necessary to implement the strategies (be specific). [TEGL No. 21-11, Items 7A, Bullet 3 & 7B]*

Key partners are WorkWise Kaua'i One-Stop Center Staff, Youth Services Staff, local educational institutions such as Kaua'i Community College and McKinley Community School and other service providers include: Paxen Youth Services Provider, Department of Human Services(DHS), Department of Vocational Rehabilitation(DVR), DLIR-Unemployment Office(UI), Alu Like Inc., Kauai Economic Opportunity (KEO), and Department of Housing (HUD). These Consortium members provide the core services needed to implement the strategies for clients' success.

8. *If applied, how have "lessons learned" from evaluation studies been used to modify and improve service delivery strategies? [TEGL No. 21-11, Item 7A, Bullet 4]*

WDD customer evaluations are ongoing and daily. Comments are reviewed and evaluated on a day-to-day basis and have been used to modify and or improve daily service delivery strategies. For example, improvements on types of WDD workshops to help clientele with job search or how to use HNH website effectively, etc.

9. *Identify the job skills/credentials that are needed to obtain the employment opportunities available in your Local Area, and the education and training resources that exist to assist individuals in obtaining these skills. If there are not enough training/education/OJT resources, how will the Local Area and its partners address the deficit(s)? [TEGL No. 21-11, Item 7A, Bullet 5&7C, WIA § 117(b)(2)(A)]*

Job skills and credentials vary in ranges from basic skills to advanced degrees, to work readiness skills to employment retention. For opportunities needing higher and advanced degrees, online Distance Education is available for the serious student. Short-term courses and workshops are available through Kauai Community College Office of Continuing Education and Training. The local WDD office offers OJT Training and Internships for qualified clientele. The WDD office also does referrals for local college PELL Grants and the Wai'ale'ale Scholarship. Increasingly, short webinars are offered to professionals during the workday so they can be easily accessed and attended.

See appendix 11, Top 10 fastest growing occupations on the island of Kaua'i. Information of types of degrees or certifications is provided in the analysis. In cases of deficits, where education resources are not available, referrals are made to other sources of training and education to off island educational institutions for example in the UH-Community Colleges System. Other sources of collaboration may come from private agencies such as Garden Isle Healthcare or others that would like to become new ETP training providers. Ed2Go online courses are now available for technology-advantaged students.

10. *How will the Local Area coordinate discretionary and formula-based investments across programs in support of the governor's vision? How will these funds be used to leverage other public and private resources in order to effectively and efficiently provide services? [TEGL No. 21-11, Item 7B, Bullet 6]*

More recently, the local area along with other state counties received funding for the State Energy Grant. Kaua'i's WDD coordination with local education institution and Energy Technology Businesses proved to be successful with a 95% completion rate. Energy Technology is becoming one of the fastest growing industries on the island.

The state is also coordinating with the University of Hawaii Community Colleges on how the Federal C3T Grant could be used to help the economic development of the state. At the local level, UH- Kauai Community College is working diligently with the KWIB Consortium Committee of Service Providers to make the grant program a success by recruiting students for Energy, Agriculture and Healthcare Industry programs.

The KWIB board is always vigilant in the island's business community. Grant funded organizations are invited to Board meetings to present information on their group's grant opportunities. Exchanging information on shared services and assistance while seeking areas where resources could be leveraged. Constant follow-up with these groups is an important part of successful economic development of the island.

Section II - Operational Plan

In the following sections, discuss how you will align federal, state and local policies and procedures, operations and administration. How will this alignment contribute to the avoidance of duplication and to closing gaps in service?

To keep in alignment with Federal, State and local policies and procedures, operations and administration the local WIB Board must be kept updated with information to ensure all policies, procedures and administration flow down to the local board. Regular Public Meetings are to invite public comments. The Consortium of mandated services providers also meet regularly to ensure all services is in alignment.

Service Delivery

- 1. What programs and funding streams support service delivery through the One-Stop Career Center (One-Stop) system? If applicable, what are the anticipated changes to those programs or funding streams? [WIA §§ 121(b)(1)(B)&121(c)(2)(A)(ii)]*

The following programs and funding streams support service delivery through the One-Stop Center at the local level on Kauai: ES-Youth, ES-Wagner Peyser, REA, REA-EUC, VIP, ETF, WOTC, SCESP, NEG, SESP, WIA-AD, WIA-DW, FTW or WTW, SNAP/TANF, AND ES-Computer Lab.

WorkWise Kaua'i One Stop Center is supported through a seamless service delivery system made possible through the Memorandum of Understanding (MOU) between the: Department of Human Services, Dept. of Vocational Rehabilitation, DLIR-UI Division, KEO, Alu Like Inc., Dept. of Housing, Kaua'i Community College and the McKinley Community School-Kaua'i Branch. See appendix 4, Workwise Kaua'i (MOU) and Appendix 8 1-A (Shared Resources) and 8 1-B (Core Services).

Some of the anticipated changes are due to the Federal/State sequestration currently taking place. WIA funding is being cut and will definitely be felt at the local level.

Other local changes were the availability of temporary grant funds like the NEG grant. Due to a recent flooding, funding became available from this National Grant making temporary jobs available to incumbent workers. The SESP Grant started 2 years ago to promote Solar Energy Technology and Photo-Voltaic Systems that recently ended in January 31, 2013. With temporary funding streams from programs

such as these, the local area was able to sustain job support services to the community. The funding streams from these various programs including the WIA program funds help to sustain the community support services needed.

2. *Are each of the required WIA partners included in your One-Stop delivery system? If a required partner is not involved, explain the reason.[WIA § 117(b)(2)(A)]*

Mandated WIA Partners honor a Memoranda of Understanding set forth by the WIA Act 1998. See Appendices attached.

However since the changeover of the Kauai Community School for Adults to McKinley Community School, It has been difficult to get local representation on the island until recently. The new Administrator for the school has been contacted and will be attending the meetings in the future.

The restart of the Consortium Committee will also bring WIA service partners back to table. Since the economic downturn in 2008, it had been difficult for the group to meet due to cutbacks. The draft and signing of the new Memoranda of Understanding (MOU) aided in sparking new enthusiasm in committee members.

3. *Describe how your local area's WIA funds are used to leverage other federal, state, local, and private resources. How do these coordinated resources lead to a more effective local system that expands the involvement of business, employers and individuals?[WIA § 112(b)(10)]*

The local One-Stop Center is assisted by the Consortium of Mandated Service Providers with shared core services and other allocated resources that lead to a more effective local system that expands the involvement of businesses and employers in the community.

The WorkWise Kauai's Memorandum of Understanding (MOU) Agreement, also the cost of WIA funds by avoiding duplication of services, through the sharing of resources. See attached MOU Appendices (4&7, 8, 1-A & 8, 1-B).

4. *Describe and assess how the services provided by each of the One-Stop partners are coordinated and made available in your local One-Stop system.[WIA §§ 118(b)(2)(B)& 121 (c)(2)]*

The Consortium of Mandated Service Providers is the same One-Stop Partners as listed (See MOU). These service providers agree to provide a variety of core services and resources needed. The Consortium determines how and what types of services are made available. The Consortium also plans and provides opportunities for community Job Fairs, "Rapid Responses" for businesses, etc. See answer for number three above.

5. *Describe and assess how your LWIB ensures continuous improvement of eligible providers of services through the One-Stop system in meeting the employment and training needs of local businesses and jobseekers.[WIA §118(b)(2)(A)]*

The local WIB Board recognizes that integration of Kaua'i's One-Stop Center to provide seamless service delivery to participants and employers is dependent upon the various State, County, and non-profit agencies agreeing to shared goals, information sharing, cost sharing, and committing to a coordinated effort to achieving them. The delivery of services is regularly monitored by the local board to ensure success.

To that end, the State establishes the following guidelines/goals:

- Services are delivered “seamlessly” so that participants are unaware that the services provided at the One-Stop are being delivered by multiple agencies and through multiple funding streams.
- The comprehensive One-Stop Center will provide the full range of services available through designated One-Stop partner programs.
- The comprehensive One-Stop Center will serve as a primary location for employers and job seekers where they receive service provided in a seamless, integrated and efficient manner.
- The One Stop Center is capable of connecting job seekers to the services they need to address their skills gaps: All work-related programs and services are either offered on-site or services are easily accessible through the One-Stop Center.
- Local employers and employer organizations are active partners in the improvement of the local One-Stop.
- Local area plans will also indicate how the One Stop will serve employment, re-employment, and training needs of unemployment compensation claimants; the long-term unemployed; the under-employed; dislocated workers (including trade-impacted dislocated workers and displaced homemakers); low-income individuals (including recipients of public assistance); migrant and seasonal farmworkers; veterans; individuals with limited English proficiency; homeless individuals; ex-offenders; older workers; individuals training for nontraditional employment; and individuals with multiple challenges to employment.
- To achieve this, local One-Stop Center are required to move to a fully integrated platform and encouraged to leverage additional local resources as well. This includes exploring centralizing services through single locations so overhead costs are reduce.
- Functional integration, wherein customers from multiple programs are served together in common and fundamental processes such as workshops, assessment and career planning, job search/development and case management activities, allowing WIA Title IB programs to be just one of several sources supporting these critical activities.
- Acknowledging the challenges identified earlier regarding the coordination of the WIA One Stop mandated partners in creating a centralized, integrated, and seamless delivery system the Local WIBs will detail in their local plans the steps they took with each of the mandated partners to achieve this goal and the specific barriers. The KWIB reviews monthly reports by the local WDD services provider and Youth services provider. These reports are reviewed, assessed and recommendations are made to ensure the success of the delivery of services. Regular follow-ups are made to monitor progress.

6. How the delivery of services to jobseeker customers and employer customers, including Registered Apprenticeship sponsors, will be aligned across programs. (WIA Sections 111(d)(2), 112(b)(8).)

With regard to **apprenticeship programs**, the DLIR has a unique position in performing dual roles as the State Administrative Entity for WIA programs and the State Apprenticeship Agency to administer apprenticeship programs in the State of Hawaii. The dual roles facilitate the sharing of apprenticeship information across programs. As the lead for carrying out State Apprenticeship program responsibilities, the WDD registers apprenticeship programs and apprentices, reports to the USDOL, monitors programs, and provides staff support to the State Apprenticeship Council, which is an advisory body to the DLIR Director regarding apprenticeship programs.

Notices of recruitments for apprentices are shared with the One-Stop Center so they can refer suitable individuals to apprenticeship sponsors; lists of active apprenticeship programs and their minimum requirements are maintained on the DLIR WDD website; and coordination between One-Stop Center services and apprenticeship programs are supported to the extent possible. All One-Stop Centers are familiar with the major apprenticeship sponsors, and the sponsors have regularly participated in local Job Fairs or Construction Expos.

The ARRA SESP grant that recently ended 1/31/13, did encouraged additional linkages between the local One-Stop Center and apprenticeship programs by fostering referrals from One-Stop referrals to specific apprenticeship programs that became Eligible Training Providers (ETP) for the adult and dislocated worker programs.

Services for Adults and Dislocated Workers

7. Describe and assess the type of adult and dislocated worker employment and training activities that are available in the local area, including a description of the Individual Training Account (ITA) system and procedures for ensuring that any exceptions to use of ITA's are justified under WIA § 134(d)(4)(G)(ii) and 20 CFR 663.430.[20 CFR § 661.350(a)(5)]

All Individuals have access to core services at every One-Stop Center. Center staff funded by WIA, Wagner-Peyser, Veteran Programs, and/or partner programs will provide information on the labor market, job openings, One-Stop Center services, HireNet Hawaii's job board, training opportunities, and partner programs, and related topics. Educational information from eligible "ETP" local training institutions is also made available with the exception of OJT work experiences that are done with private businesses.

All One-Stop Center customers may use the local Resource Center equipped with computers, fax and copy machines, phones, and printers for their job search. Jobseekers and employers may access HireNet Hawaii from their home, workplace, Resource Centers, or anywhere with internet connection. Workshops for job search, interviewing techniques, and related topics are open to all One-Stop Center customers.

Jobseekers that require more staff assistance can rely on One-Stop Center staff to help them navigate through HireNet Hawaii learn about training and other services, get job referrals, and receive a

preliminary determination of services needed. Much of the information provided can be delivered via group sessions or one-on-one as resources permit.

Based on the preliminary determination of need, individuals from targeted groups who require intensive services will participate in a comprehensive assessment to identify vocational goals and develop action plans that build on strengths and overcome barriers to achieve those goals.

Employment counselors who are funded by programs that financially support these and other intensive activities, conduct the comprehensive assessments and develop the employment plans with the individual (Although Wagner-Peyser funded staff may occasionally develop these individual employment plans, limited resources restrict Wagner-Peyser functions mainly to core services).

The Kaua'i One-Stop Center is staffed, at a minimum, by employees funded by both Wagner-Peyser and WIA. Other Consortium partners also deliver services at the One-Stop include the Division of Vocational Rehabilitation, Alu Like, UH-Kauai Community College, Job Corps, State Department of Education, and KEO.

One-Stop staff members are cross-trained and have basic knowledge of programs operated by all agencies in the workforce development system. Updates of programs are shared with partners at regularly scheduled center meetings. If an individual's special needs, barriers or circumstances are identified, staff is able to navigate them to programs and services which will provide optimum assistance to the individual. Referral procedures have been developed to expedite the process of coordinating these programs and services.

To ensure universal accessibility to the One-Stop Center, outreach and recruitment activities include information dissemination to a wide spectrum of individuals in the local communities, including but not limited to post-secondary Institutions, community organizations, and business organizations. Some partners co-locate staff in the local One-Stop Centers on a part-time or intermittent basis.

It is expected that the partners in each Workforce Investment Area coordinate services provided by the required and optional agencies participating in the workforce delivery system in order to ensure a seamless delivery and avoid duplication. **These resources will be taken into account to reflect a comprehensive employment plan for individuals and will not be restricted to the availability of WIA funds.**

In the past, the Individual Training Accounts (ITA) of each customer has not restricted or limited the use of WIA funds for education and training. However, future discussion with KWIB Board members to assess the nature of funding limitations is evident.

Eligibility for WIA intensive and training services is open to all unemployed adults and dislocated workers and all employed adult workers who meet the eligibility criteria, who are unable to obtain or retain employment through core services, and who are determined to be in need of such services.

The State has determined that WIA Adult funds are considered limited by virtue of it being insufficient to provide adequate services to at least 25% of that area's adult poverty population. Thus, priority for intensive and training services in the WIA Adult Program will be given to low-income individuals. In no way should the identification of these target groups restrict services to only these groups.

In addition to the services available in One-Stop Centers to all customers, a description of specific services to target populations follows.

Unemployment Insurance Claimants

All Unemployment Insurance (UI) claimants in Hawaii are required to register with the exception of union members in good standing with their referral unions and those filing as partial claimants, enter essential background information, and post an on-line resume in HireNet Hawaii in order to receive UI benefits. These requirements assist claimants with their job search efforts and allow employers to search for potential employees.

Wagner-Peyser and other One-Stop Center staff provides intensive individual services to UI claimants identified as participants in the Worker Profiling and Re-employment Services (“WPRS”) program. Case managers are assigned to assist each profiled claimant in identifying appropriate courses of action to facilitate his/her return to the workforce. Re-employment services provided include assessment, counseling, job referral services, testing, local labor market information, job search workshops, and referral to job training. WDD monitors the claimant’s progress and participation during the period covered by the Individual Service Plan (“ISP”). Any potential availability for work issue, such as failure to participate in an agreed upon activity, is reported to UI staff. If the claimant is found to be “not in compliance” with the requirements of the WPRS program, she/he will be denied benefits for that week.

DLIR WDD also continues to implement the Reemployment and Eligibility Assessment Initiative program in our One-Stop Center for the Unemployment Insurance Division. This program began in March 2005 when USDOL awarded grant funds to 21 states to pilot this new program. The purpose of the program is to shorten the duration of UI claims and expedite the claimants’ return to work. The program mandates randomly selected claimants to participate as a condition of their eligibility for Unemployment Insurance benefits. Mandated activities include learning about the job market, creating a work-search plan, and a staff review of job search efforts. To date, Hawaii’s REA has assisted over 36,000 UI claimants with their reemployment efforts.

Long-Term Unemployed

WDD staff works closely with UI Division to identify UI claimants (REA EUC), who are long-term unemployed in order to provide them with services available through the One-Stop. These services include workshops to about labor market information, assessment of their skills and referral to training, as needed.

Early intervention services through the Reemployment and Eligibility Assessment program is also available to reduce claimants becoming long-term unemployed.

Under-Employed

Persons identified as underemployed, working part-time but seeking full time employment or who is working in employment not commensurate with the demonstrated level of educational and/or skill achievement, can access any of the services under WIA, Wagner-Peyser and appropriate partner programs. Under WIA, Adults and Dislocated Workers who are assessed as needing intensive services to obtain or retain employment that leads to self-sufficiency may be provided services and training in order to assist them in obtaining full time employment or higher wages. The State has determined self-sufficiency as employment that pays at least 225% of the Lower Living Standard Income Level. For Dislocated Workers, self-sufficiency may be considered employment that pays at least 90% of the layoff wage. However these percentage amounts are subject to change according to the needs of the community.

Dislocated Workers

As mandatory partners in the One-Stop system, DLIR's Unemployment Insurance Division (UI) and WDD, who is the administrative entity for Wagner-Peyser programs, work in concert to identify dislocated workers and provide appropriate services to become re-employed.

Dislocated Workers are identified through notices of layoffs or closings under the federal Worker Adjustment Retraining Notification and the State's Plant Closing Notification law, through jobseekers registered in HireNet Hawaii, Job Fairs, rapid response efforts, or other means. As recently unemployed persons, they are motivated to return to work, but they may be unfamiliar with the current labor market, new skills required, or job search techniques, including the use of social networks and Internet search engines. Services provided include assessment, counseling, provision of information on employment statistics, training providers, and support services, assistance in filing for unemployment benefits, job search and placement assistance, and referral to intensive services and training as appropriate.

Displaced Homemakers

Displaced Homemakers are identified primarily through referrals from state agencies such as the Department of Human Services and the Judiciary system, and from community agencies such as the YWCA and other organizations concerned with women and family issues. Although all One-Stop services are available to this group, displaced homemakers often have limited workplace experiences and financial and emotional issues and generally need intensive services, training and a wide variety of support services. Services under WIA are coordinated with programs for displaced homemakers at the State's community college system through Career and Technical Education grant funding.

Trade Adjustment Act

Whenever One-Stop staff learns about impending layoffs, they will contact employers and provide information about Trade Adjustment Act (TAA) benefits and offer One-Stop Center services. Information about TAA will be provided on the Department's website for easy reference; and TAA Information will be Included in the menu of services when business service teams conduct their outreach to employers.

When layoffs are involved, a preliminary assessment will be made with the employer regarding the eligibility of affected workers for Trade Adjustment Act (TAA) benefits and staff will assist in filing a TAA petition. One-Stop staff knowledgeable about WIA programs and TAA programs will coordinate designing and implementation of services to ensure successful outcomes for individuals who are potentially trade-affected. These services include an assessment of the needs of the affected workers to identify the workers' skill levels, interests, and abilities and provision of basic reemployment services available at the One-Stop Center.

Before the TAA petition is certified, trade-impacted workers will receive services under the WIA programs for which they are eligible and provided with reemployment, training, and supportive services, as appropriate. If and when the TAA petition is certified, services generally will be supported by the TAA grant, in coordination with WIA services, if necessary.

Low-Income Individuals

The State has determined that the funds allocated to a local area for WIA Adult employment and training activities are limited, based on the funds being insufficient to provide adequate services to at least 25% of that area's adult poverty population. **Priority of service** for intensive and training services in the WIA Adult Program will be given to recipients of public assistance and those meeting the definition of low-income. At a minimum an adult must receive at least one core service before the Individual is eligible to receive intensive and training services.

They are identified when accessing One-Stop core services as well as through referrals from agencies serving this target population. Public assistance recipients are identified through coordination with the Department of Human Services (DHS), which administers the Temporary Assistance for Needy

Families (TANF), Supplemental Nutrition Assistance Program (SNAP) and other federal and state-funded assistance programs. The Work Opportunity Tax Credit is also available to employers as an inducement to hire this target group.

In addition to training, supportive services such as work clothes, transportation assistance, housing and child care may be provided. Where possible, non-WIA funding is sought to provide other services from collaborating service providers.

Migrant and Seasonal Farmworkers

Services to Migrant and Seasonal Farmworkers (MSFW) such as counseling, testing, and referral to jobs and training opportunities are provided on a basis that is qualitatively and quantitatively proportionate to services afforded non-MSFW individuals. WDD and Maui Economic Opportunity (MEO) are partners in each county and coordinate services to the MSFW population. MEO currently is the approved statewide operator of the WIA Section 167, Migrant and Seasonal Farm Worker Program. See Section IV, item 6, for more information about services to MSFWs.

The local One-Stop Center currently supports the efforts of Maui Economic Opportunity and helps to recruit seasonal farm workers eligible for their program.

Veterans

An eligible veteran of the Armed Services is considered a valued member of the civilian workforce because he or she has the skills, training, and character to meet the demands of the workplace environment. WDD offers a variety of services that are tailored specifically for veterans to find not only jobs, but training to help transfer the skills acquired in the military to the requisite job skills in the civilian workforce. Through its One-Stop Career Center the WDD offers specialized employment and training services and priority of these services exclusively to eligible veterans under the Jobs for Veterans State Grants Program. Under this grant program, funds are allocated to the Workforce Development Division to support the following staff position:

Disabled Veterans' Outreach Program (DVOP) Specialist: This staff member provides intensive services to meet the employment needs of disabled veterans and other eligible veterans, with the maximum emphasis directed toward serving those who are economically or educationally disadvantaged, including homeless veterans, and veterans with barriers to employment. This staff member also conducts outreach to employers and engages in advocacy efforts with employer representatives to increase employment opportunities for veterans, encourage the hiring of disabled veterans, and assist veterans to gain and retain employment.

Priority of Service: The Kauai One-Stop Center is mandated to give veterans priority of service at the One-Stop Center, including use of resource room equipment, and access to staff assistance. Signs in the Center notify veterans of their priority and ask them to disclose their status to reception desks so that they may be served before other customers. Veterans also are accorded priority over non-veterans in WIA, SCSEP, TAA, Wagner-Wagner, and other programs, if they eligibility requirements for the applicable program. In HireNet Hawaii, its home page has a special section devoted to veterans, where veterans are notified of their preference over non-veterans. Resources for veterans also are found in that section.

Integration of Veteran Staff in the One-Stop Center: The DVOP and other WDD staff members are integral to the coordination of employment and training programs administered in One-Stop Center and for success of veterans served. Local veterans service organizations and government agencies serving

veterans partner with One-Stop service providers, e.g. the Homeless Veterans Reintegration Program, Vocational Rehabilitation and Employment Program, Transition Assistance Program, Department of Veteran Affairs Vocational and Rehabilitation Employment Program, State of Hawaii Office of Veterans Services, Veterans of Foreign Wars, Disabled American Veterans, and other veterans service organization. Similarly, veterans being served receive employment and training services offered at the One-Stop Center by Wagner-Peyser, WIA, TAA, and other programs.

8. *Describe how integrated services to both jobseekers and businesses are provided. This includes:*
a. Partnering with Temporary Assistance for Needy Families (TANF), Adult Education and other social service programs to implement comprehensive career pathways. [TEGL No. 21-11, Item 7B, Bullet 1]

Priority of service for intensive and training services in the WIA Adult Program will be given to recipients of public assistance and those meeting the definition of low-income. At a minimum an adult must receive at least one core service before the Individual is eligible to receive intensive and training services.

They are identified when accessing One-Stop core services as well as through referrals from core service provider agencies serving this target population. For example, public assistance recipients are identified through coordination with the Department of Human Services (DHS), which administers the Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP) and other federal and state-funded assistance programs. The Work Opportunity Tax Credit is also available to employers as an inducement to hire this target group.

In addition to training, supportive services such as work clothes, transportation assistance, housing and childcare may be provided. Where possible, non-WIA funding is sought to provide other services.

- b. Improving the connection between WIA, Wagner-Peyser and Unemployment Insurance (UI) systems to enhance reemployment services for unemployed job seekers and shorten the duration of unemployment for UI claimants. [TEGL No. 21-11, Item 7B, Bullet 2]*

Dislocated Worker Unit:

The DLIR is the State Dislocated Worker unit (DWU), with the WDD as the lead agency for the DWU and Rapid Response.

Local Area MOUs:

Kaua'i Service Provider MOUs are submitted with the Local Area Plan include an identification of the local area Rapid Response Coordinator, and a description of Rapid Response responsibilities for that area to ensure coordination of services during Rapid Response.

Notice of Closings/Layoffs:

Employers will send notices of closings and layoffs under the federal WARN Act and a state plant closing law to the local Job Center Manager. Upon receipt, the Kaua'i Job Center Office will forward them to WDD, DLIR Unemployment Insurance Division. Companies also will transmit a notice required under WARN to the Mayor of the county in which a closing will occur.

Under the federal WARN ACT, a minimum layoff of 50 employees require notice and Rapid Response however, due to the nature of our small island community, the Rapid Response Program is offered to all businesses that request this service.

Contact:

WDD will immediately initiate contact with the affected employer to obtain details about the impending event and share information about One-Stop Center services for affected workers. If a union represents affected workers, a labor-management committee will be formed, if feasible, to jointly assess needs and implement Rapid Response services, with the understanding that services will not be a forum for any collective bargaining issues. Information about Trade Adjustment Act (TAA) benefits and qualifying conditions will be provided to the employer/Labor-Management Committee, and the employer or union will be encouraged to file a TAA petition for employees who may be eligible for TAA. If they do not file a petition, the One-Stop Center or WDD will submit one to ensure that eligible workers receive TAA benefits.

Follow up services are closely monitored and coordinated between the service providers.

- c. Using Registered Apprenticeship to meet training needs for some job seekers as well as employers in need of skilled workers. [TEGL No. 21-11, Item 7B, Bullet 3]*

DLIR WDD shared notices of recruitment for apprentices with the One-Stop Center so they can refer suitable individuals to apprenticeship sponsors; lists of active apprenticeship programs and their minimum requirements are maintained on the DLIR WDD website; and coordination between One-Stop Center services and apprenticeship programs are supported to the extent possible. The One-Stop Center is familiar with the major apprenticeship sponsors, and the sponsors have regularly participated in local Job Fairs or Construction Expos.

The ARRA SESP grant that recently ended on 01/31/2013 also encouraged additional linkages between the One-Stop Center and apprenticeship programs by fostering referrals from One-Stop referrals to specific apprenticeship programs that became Eligible Training Providers (ETP) for the adult and dislocated worker programs.

- d. Comprehensively serving dislocated workers (e.g. streamlining assessment and case management to ensure that needed job search and training services are provided) through the WIA Dislocated Worker Program, the Trade Adjustment Assistance (TAA) Program and Rapid Response, including layoff aversion strategies and coordination with statewide rapid response activities. [TEGL No. 21-11, Item 7B, Bullet 5; WIA § 118(b)(4) & (5); WIA § 121(b)(1)(B)(xi)]*

Rapid Response Team:

If the number of workers to be laid off is significant, WDD will mobilize a Rapid Response Team for deployment at the employer's site or another site that is convenient for affected workers. Core members will consist of the following:

- DLIR Unemployment Insurance Division
- One-Stop Center Operator
- Workforce Development Division
- Alu Like Inc.
- Med Quest
- State Dept. of Human Services

Depending on needs of the workers, other Rapid Response Team members will include, but not be limited to, the following:

- Training Providers - Kauai Community College

- Banks/Credit Unions
- Community Based Organizations – Catholic Charities
- State Department of Health
- DVOP - Representative

Group orientations on One-Stop Center services will be planned and scheduled with the employer during or around work hours and prior to layoffs, to the extent possible.

Topics to be covered during Rapid Response group sessions will be customized for each layoff and generally will include the topics below. Approaches will depend on type of employer and educational and skill levels of employees.

- Unemployment Insurance benefits and eligibility requirements;
- Work registration requirements and jobs listed in HireNet Hawaii;
- Labor market information and trends;
- Job counseling and job training programs, including remedial/literacy education;
- Priority of services and additional services for veterans;
- TAA benefits (if eligible);
- Financial assistance such as welfare, Supplemental Nutrition Assistance Program (formerly called Food Stamps), child care subsidies, and subsidized health insurance.

Other Rapid Response topics, such as the following, will be included for group sessions, as appropriate:

- COBRA/Med Quest
- Credit counseling and loan assistance;
- Grief/trauma counseling, or other mental health services;
- Housing assistance, and/or
- Social services provided by Community Based Organizations.

Because of the breadth of topics covered during Rapid Response sessions, only those staff members who are experienced and knowledgeable will participate as presenters. Additional workshops for affected workers will be offered, as appropriate, on topics such as understanding labor market information, job search techniques, resume preparation, and interview tips. Where large numbers of workers with transferable skills are affected, job fairs will be conducted to facilitate their transition into other jobs.

Services for individuals, such as filing for UI (after layoff), registration in HireNet Hawaii, and applying for financial assistance may be provided immediately following group sessions, if workers need assistance for these services.

Layoff Aversion and Promotion of Rapid Response:

In addition to reacting to layoff notices, Rapid Response will include business service teams to expand the rapid response infrastructure in each local area so that Rapid Response becomes pro-active and on-going to serve businesses and their workers more effectively. Prior to layoffs occurring, during which businesses are in crisis management mode, closer working relationships with local businesses will be developed to support workforce needs of employers in a more consistent and comprehensive manner through their cycles of growth and decline.

More services and tools of the One-Stop system will be made available to businesses on a continuing basis through an aggressive outreach effort, and businesses will make better use of these services to improve the capacity of their workforce. These strategies give businesses more opportunities to avert layoffs by sustaining a resilient and competitive workforce. One-Stop staff will be trained to detect early warning signs of possible financial difficulties of businesses and provide advance assistance and

information to ease any difficulties should a plant closure occur. The improved collaborations with businesses will enable One-Stop staff to quickly recognize re-employment opportunities for laid off workers. In addition, stronger collaborations with more partners will be developed to expand and better coordinate the network of resources for more assistance toward employers and workers.

These proactive efforts will be carried out by WDD staff in each local area, who are either members of, or work with, local Rapid Response teams that respond to layoffs. As the lead for Rapid Response in each local area, WDD will coordinate the services provided in response to layoffs with renewed efforts to serve businesses on a more on-going and effective basis in collaboration with other One-Stop Center Services.

With USDOL Technical Assistance Training funds, DLIR held a series of four sessions on Rapid Response activities, Strategies for Lay-off Aversion, Developing Customer Driven Business Outreach Practices and Effectively Building Employer Relationships. Based on the training provided and local priorities, many strategies discussed for engaging business communities, such as participation in skills panels, job fairs, and business visits, will be carried out, with increased On-the-Job Training activities, as funds permit. Employer outreach will include promotion of the State-funded Employment Training Fund and Volunteer Internship Programs, where employers are offered opportunities to train their incumbent workers through pre-approved courses and internships.

- e. Coordinating formula with discretionary grantees to ensure that effective practices are shared across programs and case management of participants is coordinated. [TEGL No. 21-11, Item 7B, Bullet 6]*

Kaua`i WDD coordinated services with discretionary grantees such as with Kaua`i Community College and SESP Sub-Contractors ensured that effective practices are share across the programs and case management is coordinated. These collaborations will continue with future grantees.

9. Describe partnerships that the LWIB and One-Stops have developed to improve services to customers in the Local Area. In particular, include the local community college(s).

AT THE LOCAL LEVEL

The University of Hawaii has long been a permanent member of the State Workforce Development Council. At the local level, the Kauai Community College is a mandated service provider and has representation on the local WIB Board and actively collaborates and participates in a variety of activities in education and training with the local One-Stop systems.

The newly reformed KWIB Consortium Committee recently signed an MOU and ETP Letter of Continuing Interest, reconfirming participation to develop and improve services in the local area.

The Consortium will continue coordination and communication with DHS TANF and SNAP Programs as well as private non-profit organizations such as Catholic Charities, etc. to provide food, clothing, bus passes and public housing situations. The HUD family self-sufficiency service is also available in the county. Case files of WIA participant who receive support services from other agencies will have that information noted.

Local Workforce Investment Board and the Kaua`i One Stop Center along with other state and local agencies that operate job training programs, community based organizations, and other training and educational organizations are aware of needed recruitment into a new project. On 04/04/2013, as part of

an agreement between Kauaʻi Community College and local Kauai WDD One Stop the recruitment of 446 new WIA eligible students into KCC in order to receive the \$35,000 of additional funds allotted for the C3T program is anticipated.

10. Describe and assess how you provide Wagner-Peyser Act services to the agricultural community. Specifically, how do you provide outreach, assessment and other services to migrant and seasonal farm workers, and services to employers? How do you provide appropriate services to this population in the One-Stop system? [20 CFR § 662.200 (b)(1)(vi)]

The local One-Stop Center works closely with MEO to provide services to seasonal and migrant workers on the island. Maui representatives would visit the Kauai Branch on a timely basis when clients apply for needed services. Brochures/applications are made available at the One-Stop Center. Counselors at the One-Stop assess the needs of the clients and refer them as needed.

Maui Representatives have also participated in local Job Fairs to attract more participants in their program.

11. Describe and assess your local area's delivery of services to people with disabilities. What partnerships and collaborations exist to provide services to this population? What training services and employment opportunities are available to this population in your local area? [WIA §§112(b)(17)(A)(iv) & 408]

The local One-Stop Center Manager and staff work closely with local service providers in the community (KEO, Alu Like Inc., including the State Division of Vocational Services, etc.) to create a collaborative group of disability related organizations. All One-Stop staff members are trained to better serve individuals with disabilities. The One-Stop Center offers a valuable service to improve job placement and employment outcomes. Customers are referred to the DVR office for more “intensive services” as needed.

The local WDD One Stop Center works closely with the local DVR Division to ensure that employment services are available. Unfortunately, DEI Grant funding is not available in this county for individuals with disabilities.

12. If your local area received funds to operate a reentry program to provide parolees support in seeking, securing and maintaining employment as they transition from prison to their home communities, describe and assess your service delivery and partnerships in serving this population group. Describe what changes in your local area may be necessary to improve the level of service. [WIA §§134(d)(4)(G)(iv)(II & 188(a)(5)]

Not Applicable. Local area currently not receiving funds for a reentry program.

Priority of Service to Low-Income Individuals in the WIA Adult Program

13. Describe the criteria used under 20 CFR § 663.600 to determine whether funds are limited for adult employment and training activities and the process by which any priority will be applied by the One-Stop operator.[20 CFR § 661.350(a)(11)]

The State has determined that the funds allocated to a local area for WIA Adult employment and training activities are limited, based on the funds being insufficient to provide adequate services to at least 25% of that area's adult poverty population. **Priority of service** for intensive and training services in the WIA Adult Program will be given to recipients of public assistance and those meeting the definition of low-income. At a minimum an adult must receive at least one core service before the Individual is eligible to receive intensive and training services.

They are identified when accessing One-Stop core services as well as through referrals from agencies serving this target population. Public assistance recipients are identified through coordination with the Department of Human Services (DHS), which administers the Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP) and other federal and state-funded assistance programs. The Work Opportunity Tax Credit is also available to employers as an inducement to hire this target group.

In addition to training, supportive services such as work clothes, transportation assistance, housing and child care may be provided. Where possible, non-WIA funding is sought to provide other services from collaborating service providers.

14. Describe how priority of service to low-income individuals is carried out while still allowing universal access to Core Services. Include this policy as Appendix 5. How do you ensure that all staff are aware of and using this policy in daily operations?

From a preliminary assessment by UI Staff and WDD staff, low-income clients are identified and given preference to needed services and training programs.

During the initial intake of customers, the Staff provides intensive assessments and services to see whether or not the customer is eligible. As part of the eligibility process, the customer will bring in either income tax data or provide at least one monthly check if entire income is consistent from month to month (e.g. SS, SSDI, etc.).

Most of these documents require periodic re-certification and participants are also required to inform One-stop staff of any change in income status.

Other documentation to verify family size is also collected. Whenever possible, staff will collect specific data for the preceding 6 or 12 months. At the same time, the customer is eligible to receive various core services as deemed applicable.

In the WIA Adult program, 225% of the current Lower Living Standard Income Level (LLSIL) is used to define "low income" in conjunction with family size. The LLSIL is issued annually by the State Department of Labor and Industrial Relations.

Staff members are continuously cross-trained and aware of the lower living standard income level information and are kept apprised of the changes of priority of service requirements by the Branch Manager through emails as change announcements are received with follow up provided during staff meetings when details are further discussed.

15. Describe the method(s) that is used to identify an individual as a priority customer:

a. The parameters used to qualify someone as low-income.

- b. List of acceptable types of documentation to collect and maintain when an individual self-identifies as a public assistance recipient or other low-income individual.*

Staff utilizes a checklist that lists the program priority of service requirements and the corresponding documents needed for verification. Systematically adhering to the checklist and recording when all verification documents are received and reviewed ensures that these requirements are followed and objectives met. The checklist is retained in the participant file, together with copies of the applicable verification documents.

The following are acceptable means of verifying income:

- Income Tax data
- UI document/printouts,
- pay stubs,
- employer statements,
- alimony agreements,
- bank statements,
- VA awards letters,
- pension or SS statements,
- Housing authority verification, etc.
- DHS Document verifying Public Assistance

Priority of Service to Veterans and Eligible Spouses

*16. Local Areas must incorporate priority of service for veterans and eligible spouses in accordance with the provisions of Training and Employment Notice 15-10 (11/10/10). Describe what processes your Local Area is using to achieve these goals.
[WIA §112(b)(17)(B) & §121(b)(1)(B)(1)]*

Upon entering the Kauaʻi One Stop Center, customers view several signs for veterans and eligible spouses that request that veterans and eligible spouses self-identify themselves to staff for priority of services. Once identified, these veterans and eligible spouses receive preferential treatment and go to the head of the line (if there is a line) to receive priority of services at the One Stop Center.

The Kauaʻi One-Stop Center is mandated to provide covered persons (veterans or eligible spouses) with priority of service under 20 CFR Part 1010, Priority of Services for Covered Persons and Jobs for Veterans Act (JVA). Priority of service means that with respect to any qualified job training program, that a covered person shall be given priority over a non-covered person for the receipt of any services that are provided.

Veterans are defined as a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2). Active service includes full-time duty in the National Guard or a Reserve component, other than full-time duty for training purposes.

Eligible spouse is defined as the spouse of any of the following:

- (1) Any veteran who died of a service connected disability;

(2) Any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:

(i) Missing in action;

(ii) Captured in line of duty by a hostile force; or

(iii) Forcibly detained or interned in line of duty by a foreign government or power;

(3) Any veteran who has a total disability resulting from a service connected disability, as evaluated by the Department of Veterans Affairs;

(4) Any veteran who died while a disability, as indicated in paragraph (3) of this section, was in existence.

Our staff are trained and dedicated to helping qualified veterans and eligible spouses to achieve their career goals through job finding and job training.

17. *Describe or attach the policies that ensure veterans and eligible spouses are identified at the point of entry, allowing them to take full advantage of priority of service. This includes both in-person and virtual access service delivery points.*

Veterans can access the www.HireNetHawaii.com online system to review policies and eligibility for services or visit the nearest Kauai One Stop Office and talk to the Staff. See Appendix 6 for procedures to give priority of services. Federal Register 20 CFR part 1010.

18. *Describe the methods of communication and training that ensure all impacted staff members are aware of and using priority of service for veterans and eligible spouses in daily operations and the internal monitoring process that will be initiated to ensure that these requirements are successfully implemented.*

The local staff members will visit several locations in the community where veterans and their spouses may frequent to deliver information of various services. For example, staff may go to: Neighborhood Centers, Public Libraries, Veterans Center, Clinical Areas, Armory, etc. Online email communication and phone calls are common methods of contact. All WDD staff members are aware of the priority of services for Veterans and are cross-trained in the service process. The local WDD Manager daily regularly monitors how veterans self-identify themselves to ensure proper services are given. Staff meetings regularly discuss the implementation of priority of services for specialty groups such as veterans.

Among the many services that our One-Stop Center staff provides are:

- Career and job counseling and follow-up for job retention.
- Providing Labor Market Information on the jobs and employers in this area.
- Assistance in tailoring skills and abilities to the job market.
- Help using the Internet to expand your job searches.
- Recommendations for training and education to qualify for better jobs and careers.
- Information on Veteran job programs and training.
- Assistance and instruction in use of the Resource Room facilities.

- Resume preparation and critique.
- Developing jobs for those Vets with barriers to employment.
- Providing referral information on social service and family support.
- Linking Vets with Department of Veterans Affairs medical and benefits information.
- Information on qualified job training programs.

In addition, all staff members in the One-Stop Center have information on all new job orders to see if any veterans in their files qualify for the positions and contact them immediately. Our aim is to get the best-qualified veteran to employers as quickly as possible.

Youth Strategies

19. *Describe connections to human service agencies to support summer employment and educational work experiences throughout the year and, if applicable, development of pre-apprenticeship programs leading to placement with Registered Apprenticeship. [TEGL No. 21-11, Item 7B, Bullet 4]*

The WDD One Stop Center works in collaboration with DHS for their TANF and SNAP “First to Work” programs. Services include subsidized work and training that eligible clients enrolled in the program have access to TANF and SNAP benefits. Client referrals are done on intake as needed. As part of this program, qualified clients are given intensive services in the “First to Work” or “Welfare to Work” program to assess the type of needed services and are referred to private non-profit organizations for their apprenticeship programs. Salvation Army, Catholic Charities and the Food Bank are some of these organizations that provide supervising services and training.

20. *Describe how the Local Area is coordinating the expenditure of WIA formula funds with other available youth funding in order to integrate the services to this group. Does the Local Area work with Job Corps and Youth Build? If yes, please describe the relationship and the process of coordination. If not, please describe why not and if there are plans to begin and expand the relationship. [TEGL No. 21-11, Item 7B, Bullet 4]*

The local Paxen Youth Service Provider does not work with Job Corps or Youth Build. Both of these organizations are not located on Kauai. However, Paxen works closely with the Boys & Girls Club for recruitment and services. Lack of funding has drastically reduced recruitment and the amount of services provided by the local Youth services provider.

21. *Describe the Local Area’s policy to co-enroll into the Older Youth and Adult Programs. If this effort has not been successful, please indicate any barriers to increase this practice. What actions would reduce these barriers?*

The youth services provider is located part-time in the One Stop Center. All customers including Youth are routed through the resource center area to register for services. Youth request for services through a registration process upon entering the establishment. Referrals and co-enrollment are made into the WIA Program as needed is beneficial to the youth. One barrier is that most Older Youth feel they do not need this service and feel they can go directly into the Adult program. The fortunate ones that do participate

in the Paxen youth program are partnered with mentors to help them along the way and are successful. These successful ones upon completion of the youth program enroll in the WIA Adult Program. Most young clients are working towards getting their Community-Based High School Equivalent. Due to the lack of funding, time allotted for recruitment has dwindled. Lack of funding is a barrier. If the program increased its funding, it may improve and increase recruitment.

22. *Describe how youth data is managed in your Local Area. Explain how often the data is reviewed and who reviews it.*

The managers and staff of Paxen Youth Program and Kauai WDD meet weekly to share information regarding services that may benefit participants of each-others' programs. They have a case management database that uploads WIA Youth data into HireNet Hawaii to assist them with their job search. Therefore, Paxen or WDD Staff working with youth who are registered In HireNet Hawaii are able to track their job search progress.

A County HUD representative who is a member of the Kauai LWIB and Youth Council has helped to strengthen the partnership with the WIA Youth & WIA Adult/DW programs. Together with the DHS TANF work programs, the One-Stop staff gave presentations to youth about the labor market, employment opportunities, resume writing, and other related topics.

WIA Youth participants are co-enrolled In the WIA Adult Program after completion of the Paxen training for youth.

The State Department of Education (DOE), Adult Education Program, Unemployment Division, TANF agency, and WDD are members of the Kauai LWIB. In addition, the DOE, YWCA, Big Brothers & Big Sisters of America, WDD, Kauai Community College and local Prosecutor's Office serve on the Youth Council. Both the Youth Council and Kauai LWIB collaborate on adult & youth initiatives, job fairs, recruitment, referrals and outreach, etc.

23. *Describe the process by which you evaluate the Local Area's youth providers. Explain the process regarding providers you have found to be unsatisfactory (if any). Please use specific examples. Conversely, describe and assess the types of locally available youth activities including how successful providers of such activities are identified.[WIA §118(b)(6)]*

During monthly meetings, Youth Council Members review and evaluate the youth provider's reports.

For any and all unsatisfactory performance reports, site visits may be requested of the Youth Council to include fact finding research into any issues. For example, if the student is not in attendance or discontinues without explanation, follow-up calls take place. The results differ from student to student however, it's usually because the select few are not available and unable to comment or trace. Other issues may occur where that person may have gone to jail or court appearance. Follow-up will be done with Youth service providers to ensure future success. For unsatisfactory performances, the Contract will not be extended and a new RFP will be issued.

Due to the limited funding, clients entering the Service Provider's program receive the initial intensive counseling, introduction to job finding techniques, resume' writing, building soft skills for success, etc. Follow-up services are limited to phone meetings to review career connections. For the fortunate few,

courses in GED or a High School Diploma Equivalent or chances to go to college through the use of the PELL Grant or Wai'ale'ale Project (private grant scholarship).

8. Performance Levels

*1. Reference **Appendix 1** and discuss strategies to meet performance goals. [20 CFR §661.355]*

The vision and mission of the WorkWise Kaua'i system is to advance the economic well-being of the County of Kaua'i by maintaining a quality workforce and by serving as the focal point for all state and local workforce investment initiatives. Success of the system will be achieved through the delivery of high quality and integrated workforce investment, education, and economic development services for employers, job seekers and incumbent workers by all participating service providers. Service Providers will meet as a Consortium to discuss and expedite strategies on how to meet performance goals. See Appendix 1.

9. Procurement

1. Identify the fiscal agent, or entity responsible for disbursement of grant funds described in section 117(d)(3)(B)(i)(III) as determined by the Mayor under section 117(d)(3)(B)(i). [WIA § 118 (b)(8); 20 CFR § 661.350(a)(9)]

The fiscal agent for the Mayor of Kauai is the County's Office of Economic Development. Kaeo Bradford is the WIA Administrator responsible for monitoring the WIA participants, service provider's, grant funding, etc.

2. Describe the process used to award grants and contracts in your Local Area, including how vendors are made aware of opportunities to compete for funding opportunities including the process used to procure training services made as exceptions to the Individual Training Account process. How is the process documented? [WIA § 118 (b)(9); 20 CFR § 661.350(a)(10)]

By Sunshine Law, information on upcoming grants and other WIA activities are made public notice. Advertisements are put out to inform the public. A committee is formed made up of at least 3 people and the WIA Administrator to review applications. The committee decides on the best eligible recipient for the funding within the timeframe committed.

3. Has the Local Area entered into contracts with institutions of higher education or other eligible training providers to facilitate training of individuals for high-demand occupations? If not, how is such training arranged?

Regular communication and collaborations between Kaua'i Community College and the Kaua'i One Stop Center prove to be fruitful as both parties are responsive to needs of the community and plan accordingly on courses in high demand occupations. The local eligible training providers (ETP) contact the WDD One Stop Center to collaborate and to assist in the recruitment of students to facilitate training for high-demand occupations in the community on the required ETP listing.

The KWIB oversees the types of courses being offered to ensure that the needs of the community are in alignment with the local plan. Continuous monitoring and evaluation is done to ensure success.

10. LWIB Membership

Complete **Appendix 2** and insert into your plan. Answer the next three questions based on the table.

1. Describe the nomination process for appointing members to the LWIB. Are there any members missing from WIA-designated categories? ____ Yes ____ X No

See appendix #2.

2. If yes, what are the categories and when are the new members anticipated to be nominated to the LWIB?

No Vacancies on the KWIB and all required categories are met.

3. If no, do you certify that the LWIB is in compliance regarding membership? ____ X Yes ____ No

4. Discuss any applicable changes to the local board structure (do not include changes to specific individuals on the board). Attach a copy of your local bylaws that reflect these changes.[20 CFR § 661.355]

WIA Administrator, Kaeo Bradford is new to the KWIB Board and is in the process of working towards reviving committees and officers for the Board. The Board's bylaws are in place and a new Orientation Booklet is being made available for new incoming members. KWIB Orientation Booklet will be regularly reviewed, revised and up-kept for future usage. See Appendix 9, for Bylaws.

11. Memorandums of Understanding (MOU), Resource Sharing Agreements and Contracts

The WIA requires execution of a Memorandum of Understanding (MOU) between the LWIB and each One-Stop partner concerning the operation of the One-Stop delivery system. The MOUs may be developed as a single umbrella document, or as singular agreements between the partners and the LWIB [20 CFR § 662.310(a)]. The MOUs should present in specific terms, member contributions and the mutual methodologies used in overseeing the operations of the One-Stop system. Copies of all MOU must be included with the plan modification. [WIA § 118(b)(2)(B);20 CFR § 661.350(a)(3)(ii)]. The MOU must describe [WIA § 121(c)(1) &(2)]:

See MOU- Appendices 4, 7, and Appendix 8 for MOU Cost Sharing Agreements.

- a. What services will be provided through the One-Stop system.

A. CORE SERVICES [WIA, SECTION 134(D) (2)] SHALL INCLUDE:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake, and orientation to the information and services available through the *WorkWise* Kaua'i system;
3. Initial assessment of skill levels, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as job vacancy listings, job skills necessary to obtain jobs, local demand occupations, earnings, and skill requirements;
6. Provision of performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the *WorkWise* Kaua'i delivery system;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such services, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in establishing eligibility for activities and programs of financial aid assistance for training and education programs that assist public assistance recipients;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and other core services as determined by a *WorkWise* Kaua'i Partner agency's governing legislation.

B. INTENSIVE SERVICES

1. Comprehensive and specialized assessments of the skill levels of adult and dislocated workers;
2. Development of Individual Employment Plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the individual's employment goals;
3. Group counseling;
4. Individual counseling and career planning;
5. Case management for participants seeking training services;
6. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;
7. Other intensive services as determined by a *WorkWise* Kaua'i Partner agency's governing legislation.

C. TRAINING SERVICES

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Programs that combine workplace training with related instruction which may include cooperative education programs;
4. Skills upgrading and retraining;

5. Entrepreneurial training;
6. Job readiness training;
7. Adult education and literacy activities provided in combination with services described in items IV.C.1-6 above;
8. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training;
9. And other training services as determined by a *WorkWise* Kauaʻi Partner agency’s governing legislation.

D. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are important *WorkWise* Kauaʻi customers and agree that:

1. Direct employer input shall be sought in matters related to *WorkWise* Kauaʻi planning and operations;
2. The guidance of the employer members of the KWIB shall be specifically sought in designing targeted employer services;
3. Service provision will be provided recognizing the fact that time is of the essence for employers;
4. Specific employer services to be provided through the *WorkWise* Kauaʻi System include but are not limited to:
 - Contact employers via a combination of personal visits, telephone calls and email, to explain, promote and facilitate employer’s use of available resources/services provided through the one-stop system, partner agencies, and other local resources;
 - Tax credit or I-9 processing information;
 - Assessment of client skills, interests, aptitude and/or work values of applicants prior to referral;
 - Job specification development;
 - Business fee or licensing information;
 - Business assistance center referral;
 - Interviewing facilities;
 - Customized training;
 - Skills training for incumbent workers;
 - Job readiness training information;
 - Information on filing UI & Workers Compensation claims;
 - Program information and preliminary screening for program eligibility of prospective employees;

12. How the costs of services and operating costs will be funded, including cost-sharing strategies. This is done in Resource Sharing Agreements.

(The RSA Agreements have yet to be fully revived and discussed with WIB Board members. However, the procedures listed below are part of what is in place at present. More changes to come in the future).

1. How *WorkWise* Kauaʻi Costs Shall Be Allocated Among the *WorkWise* Kauaʻi Partners.

- The WorkWise Kauaʻi system operator will identify the total partner contributions to the system. Once these contributions have been tallied, a Resource Sharing and Allocation Plan (RSAP) will be prepared to describe the total contributions to the system.
- The total number of contributed hours will determine that partner's obligation to the system. The RSAP will identify each partner's contribution and will detail the partner's obligation.

2. *Resource Sharing and Paying for the Allocated Shares of WorkWise Kauaʻi Costs.*

- Contributions that benefit the WorkWise Kauaʻi system include: regularly scheduled consortium meetings, events attended on behalf of WorkWise Kauaʻi, time spent reporting WorkWise Kauaʻi activities, and staffing the WorkWise Kauaʻi One-Stop Center. Under no circumstances will any partner program be required to pay for more than its total allocable share of total allowable costs and/or pay for costs that are not allowable under its governing statutes and regulations. Budget will detail how each partner's program will fund its allocable fair share.

3. *Review of Cost Allocation & Resource Sharing Methods*

- The cost allocation method(s) used to determine the equitable allocation of costs will be effective for the term of this agreement, and may be modified, following the terms and provision(s) of this agreement.
- WorkWise Kauaʻi system costs, partner resource sharing methods of payments, and the value of obligations shall be reviewed quarterly and the WorkWise Kauaʻi budgets adjusted to best conform to actual circumstances.

4. *Proposed Allocation of WorkWise Kauaʻi Costs.*

- The allocation of WorkWise Kauaʻi Costs among the WorkWise Kauaʻi Partners will be shown in Exhibit A, to be attached hereto and incorporated into this MOU by reference. Any increase or decrease to the allocation must be approved in writing by the WorkWise Kauaʻi Partner or the WorkWise Kauaʻi Partner's designee.

5. *What methods will be used for referral of individuals between the One-Stop operator and the partners?*

METHODS OF REFERRAL

Parties to the MOU agree to use and modify, as needed, the processes, procedures, and forms necessary for the seamless referral of WorkWise Kauaʻi customers. Parties agree to cross-train and/or inform each other's staff on their respective programs, policies, procedures and services to minimize confusion and misinformation. As appropriate, site visits; field trips and joint training shall be utilized for appropriate staff.

Customer referrals from one WorkWise Kaua`i Partner agency to another WorkWise Kaua`i Partner agency require that:

1. Customers receive a referral form with a list of appropriate referrals made by the referring agency.
2. Mutually agreed upon intake and service history information, and assessment results, be shared in accordance with applicable federal, state statutes and if and when appropriate.
3. WorkWise Kaua`i Partners adhere to their respective laws and procedures regarding confidentiality and will share among each other only that customer information that is pertinent and necessary for the provision of services under the Act. Securing all appropriate written releases of information to protect customer confidentiality will be the responsibility of the referring agency. In all cases, the respective federal or state statute, Hawaii Administrative Rules or rules of Confidentiality that govern the respective WorkWise Kaua`i Partners shall prevail.

Customer referrals from non-WorkWise Kaua`i Partner agencies to WorkWise Kaua`i System will require that referring agencies:

1. Notify the WorkWise Kaua`i System (WorkWise Kaua`i Partner) of the referral by telephone or via fax of referral form;
2. Give their customer a referral form with the date, time, and place of any referral appointment made by the referring agency.
3. Share mutually agreed upon intake and enrollment information, and assessment results, in accordance with applicable federal, state statutes and if and when appropriate.
4. Adhere to laws and procedures regarding confidentiality and share only that customer information that is pertinent and necessary for the provision of services required by the customer. That securing all appropriate written releases of information to protect customer confidentiality will be the responsibility of the referring agency. In all cases, the respective federal or state statute, Hawaii Administrative Rules or rules of Confidentiality that govern the referring agency shall prevail.

6. *How long the MOU will be in effect?*

The MOU will be in effect for at least two years or until the KWIB deems necessary to make revisions and or amendments to the document.

7. *What procedures have been developed for amending the MOU?*

The MOU will be reviewed by KWIB Board as needed on a yearly basis.

8. Other provisions, consistent with WIA, that parties to the agreement decide are appropriate.

XIV. APPROVAL

This MOU is of no force or effect until signed by authorized representatives of all WorkWise Kaua`i Partner agencies and until approved by the Mayor of the County of Kauai. The MOU, once signed, becomes a part of the KWIB local plan. Individual signatories to this agreement may or may not be represented on the KWIB itself, at local discretion.

XV. NON-FINANCIAL AGREEMENT CLAUSE

This MOU binds no party or WorkWise Kaua`i Partner to the financial obligation(s) of any other. Any financial or fiduciary arrangements involving the WorkWise Kaua`i system will be outlined in separate financial agreement(s) between the KWIB and respective WorkWise Kaua`i Partner agencies.

XVI. TERM/DURATION AGREEMENT CLAUSE

The term of this agreement is effective upon issuance to proceed unless otherwise prescribed by the KWIB. The WorkWise Kaua`i Partner(s) may request in writing any amendment to the MOU through the KWIB Board. The KWIB may amend the MOU whenever the Board determines it is appropriate or necessary. To be valid, any modifications to this Agreement must be in writing, signed and dated under the conditions agreed upon by all the WorkWise Kaua`i Partners, and attached to the original Agreement.

The KWIB reserves the right to extend the term of agreement for another period not to exceed the length of time of the original MOU term(two years), contingent on the performance of the WorkWise Kaua`i Partners meeting and/or exceeding the performance measures set by the KWIB in the local plan.

XVII. TERMINATION

- A. Termination: The agreement may be terminated by any of the parties upon written notice to the other parties with cause or upon 30 days of written notice to the other parties without cause.
- B. Termination for Cause: The KWIB may terminate any practice related to failure to perform the provisions or requirements of this MOU, and it may proceed with the work required under effected provision in any manner deemed effective by the WorkWise Kaua`i Partners, or proper by the State.

XVIII. DISPUTES

Parties shall continue with the responsibilities under this agreement during any dispute. Disputes shall be resolved in a timely manner, directly involving the parties to the dispute. In the event that an impasse should arise between the WorkWise Kaua`i Partner(s) and/or the KWIB regarding the terms and conditions, the performance, or administration of this Agreement, the following procedure will be initiated: (1) the KWIB and the WorkWise Kaua`i Partner(s) should document the negotiations and efforts that have taken place to resolve the issue. (2) The KWIB Chairperson would meet with the local elected official(s) and/or the WorkWise Kaua`i Partner(s) and/or the WorkWise Kaua`i system operator and/or the WorkWise Kaua`i Center/Site manager based on the nature of the impasse to resolve the issue. (3) If an agreement cannot be reached, the Hawaii Department of Labor and Industrial Relations will provide assistance in resolving the issue.

XVI. AUDIT

The Bureau of State Audits, the Mayor, and other parties as appropriate, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to performance under this MOU, subject to the confidentiality requirements stated in section

XVII. CONFIDENTIALITY.

Auditors will be allowed access to such information or records during normal business hours. Parties to the MOU agree to maintain such records for three years unless differing periods are stipulated by impacted funding sources. Further, the parties to this MOU agree to include similar audit provisions in any related contract, subcontract or other financial agreement.

XVIII. NON-DISCRIMINATION CLAUSE

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment on the basis of race, color, sex, national origin, age, political affiliation or belief, citizenship, disability, ancestry, arrest and court record, breastfeeding, marital status, National Guard participation, or sexual orientation. Parties shall comply with the provisions Hawaii Revised Statutes (HRS) Chapter 378 part 1, and the Hawaii Administrative Rules (HAR) Chapter 12 - 46 and related, applicable regulations. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement.

Parties assure compliance with the Americans with Disabilities Act of 1990 as amended, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.

XIX. GOVERNING LAW

This MOU is governed by and shall be interpreted in accordance with the laws of the State of Hawai`i, State WIA enabling legislation, and the Workforce Investment Act of 1998. The County WIA Administrator will issue guidance memoranda clarifying the pertinent federal and state statutes, as well as local area policy and procedures to all the *WorkWise* Kaua`i Partners.

XX. UNENFORCEABLE PROVISIONS

In the event that any provision of this MOU is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect, and shall not be effected.

XXI. RESOLUTION

The Kaua`i County Workforce Investment Area must agree to a resolution, order, motion, or ordinance of the Mayor whom by law may authorize designation of the area, boards, and operators comprising the system and parties to this MOU. Such resolution or order must be provided to the State as part of the local Workforce Investment Plan.

1. Are all components of each Memorandum of Understanding, Resource Sharing Agreement and/or Contract for the Local Area up to date? If not, please itemize and indicate when each will be updated.

Memorandum of Understanding is current and updated. See appendix 4 & 7.

2. Describe your Resource Sharing Agreements, including the agencies with which you have agreements. Are there resource-sharing agreements with all partners who provide services to Clients? Explain how the resource agreements contribute financially to the operation of the One-Stop Center and its activities.

Yes, there is a resource sharing agreement, however due to economic hardships on the island, the Consortium of service providers agreed on collaborated core services provided and is part of the financial contributions made to the One-Stop Center.

13. Use of Public Comments in Local Plan Development

1. *Describe the process used to ensure public comment on and input into the development of the Local Plan. Include a description of specific steps taken to include input from members of businesses and labor organizations. Describe how comments were considered in the plan development process. Include evidence of the duration of the period for public comments.[WIA §118(b)(7)]*

See attachment on Public Comment Policy, Appendix 10. Public comment period is from April 2nd to May 2nd 2013.

2. *Summarize and include as an attachment public comments on the draft Local Plan, particularly those that express disagreement with the plan. Please include information on LWIB response to the comments.[WIA §118(c)]*

See attachment on Public Comments, Appendix 10. Plans were revised from comments received from the State. One Letter was received from the public and we responded to the letter saying comments will be taken into consideration. No changes were made as a result of public comments received.

3.Required Appendices (Please check off each appendix)

- ☒ Appendix 1: Negotiated Levels of Performance– negotiated State goals for Program Year 2012 were adopted by all local areas at a meeting on February 14, 2013.
- ☒ Appendix 2: Composition of Local Workforce Investment Board (LWIB)
- ☒ Appendix 3: Current LWIB Youth Council roster
- ☒ Appendix 4: Your current One-Stop consortium agreement
- ☒ Appendix 5: Policy regarding Priority of Service for Low-Income Individuals in the WIA Adult Program. Policy is also described on page 26-27.
- ☒ Appendix 6: Policy regarding Priority of Service for Veterans and Eligible Spouses
- ☒ Appendix 7: List and attach all Memoranda of Understanding or other contracts with partners and/or vendors. [WIA Section 118(b)(2)(B)]

X MOU Consortium Agreement

 X Appendix 8: List and attach Resource Sharing Agreements with partners at One-Stop Centers

 X MOU Consortium Agreement Spreadsheet

 X Allocations, 8 – 1A (Separate attachments)

 X Core Services, 8 – 1B (Separate attachments)

 X Attach any public comments regarding the draft Local Plans, including those that express disagreement with this Local Plan and information regarding the LWIB's actions towards addressing them. Public comments will be added in during the review period (April 2-May 2, 2013). See Appendix 10.

4. **Additional Appendices:**

 X Appendix 9, Bylaws & Constitution of the KWIB Board

 X Appendix 10, Public Comment Notice Information

 X Appendix 11, Analysis of Kaua'i's Top 10 Fastest Growing Occupations

 X Appendix 12, Public Comment Letters (3) from Marjorie Fitting Gifford,
Letters dated:

12 –A, 04/22/13

12 - B, 04/25/13

12 - C, 05/03/13

Section III - Assurances

2013-2017 Local Integrated Workforce Plan Assurances

	Planning Process and Public Comment	References
☒	1. The local board has processes and timelines, consistent with WIA Section 118(c)(2) to obtain input into the development of the Local Plan and to give opportunity for comment by representatives of local elected officials, local workforce investment boards, businesses, labor organizations, other primary stakeholders, and the general public for a 30-day period.	WIA §§118(b)(7), 118(c)(1), &118(c)(2); 20 CFR §661.345(b)
☒	2. The local board afforded entities responsible for planning or administering programs and activities covered in the Local Plan opportunities to review and comment on the draft plan.	WIA §§118(b)(7), 118(c)(1), &118(c)(2); 20 CFR §661.345(b)
☒	3. The final local plan is available and accessible to the general public.	20 CFR §661.345(b)(1)
☒	4. The local board has established procedures to ensure public access (including people with disabilities) to board meetings and information regarding board activities, such as board membership and minutes.	WIA § 117(e); 20 CFR §661.307
	Required Policies and Procedures	References
☒	5. The local board makes publicly-available any local requirements for the public workforce system, such as policies, including policies for the use of WIA Title I funds.	WIA § 118(b)(10); 20 CFR§ 665.350(a)(13)
☒	6. The local board has established a written policy or procedure that identifies circumstances that might present conflict of interest for any local workforce investment board or entity that they represent, and provides for the resolution of conflicts. See KWIB bylaws, Appendix 9.	WIA §§111(f), 112(b)(13) &117(g)
☒	7. The local board has copies of memoranda of understanding between the local board and each one-stop partner concerning the operation of the one-stop delivery system in the local area, and has provided the State with the latest versions of its memoranda of understanding.	WIA §§121(c),&134(d)(2); 20 CFR §§661.120(b), 661.350, &662.310(b)(c)
☒	8. The local board has written policy or procedures that ensure one-stop operator agreements are reviewed and updated at least every two years. See Appendix 4 - MOU, Item #XVI	WIA § 118(b)(10)
☒	9. The local board has negotiated and reached agreement on local performance measures with the chief elected official and the governor.	WIA §§117(d)(5) & 118(b)(3); 20 CFR §665.301(5)
☒	10. The local board has procurement policies and procedures for selecting One-Stop operators, awarding contracts under WIA Title I-B Adult and Dislocated Worker funding provisions, and awarding contracts for Youth service provision under Title I-B in accordance with applicable state and local laws, rules, and regulations, provided no conflict exists with WIA. Follow County procurement rules.	WIA §§121(d)(2)(A) &123; 20 CFR §§662.410, 663.430 & 661.310
☒	11. The local board has established at least one comprehensive, full-service One-Stop Center and has a written process for the Chief Local Elected Official and local board to determine that the center conforms to the definition. Follow WIA and State Policies on grievance procedures.	WIA §134(a)(2); 20CFR §662.100
☒	12. The local board has written procedures for resolving grievances and complaints alleging violations of WIA Title I regulations, grants, or other WIA agreements, and written policies or procedures for assisting customers who express interest in filing complaints at any point of service, including a requirement that all partners identify appropriate staff contacts and refer customers to those contacts.	WIA §188; 20 CFR §667.600
☒	13. The local board has procedures for identifying and determining the eligibility	WIA §§117(d)(2)(c),

	of training providers and their programs to receive WIA Title I-B individual training accounts and to train dislocated workers receiving additional unemployment insurance benefits. Follow State procedures.	118(b)(2)(A)& 122; 20 CFR §663.350(a)(3)(i) &§663.500-590
<input checked="" type="checkbox"/>	14. All partners in the local workforce and education system described in this plan ensure the physical, programmatic and communications accessibility of facilities, programs, services, technology and materials in one-stop centers for individuals with disabilities. County complies with policy.	WIA §188; Wagner-Peyser§ 8(b); 29 CFR §§37.7-37.9; 20 CFR §652.8(j)
<input checked="" type="checkbox"/>	15. The local board ensures that outreach is provided to populations and sub-populations who can benefit from one-stop services.	WIA § 188; 29 CFR§ 37.42
<input checked="" type="checkbox"/>	16. The local board implements universal access to programs and activities to individuals through reasonable recruitment targeting, outreach efforts, assessments, service delivery, partnership development, and numeric goals.	WIA § 188; 29 CFR §37.42
<input checked="" type="checkbox"/>	17. The local board complies with the nondiscrimination provisions of Section 188, and assures that Methods of Administration were developed and implemented.	WIA § 188; 29 CFR §37.54(a)(1)
<input checked="" type="checkbox"/>	18. The local board collects and maintains data necessary to show compliance with nondiscrimination provisions of Section 188.	WIA §185; 29 CFR §37.37
<input checked="" type="checkbox"/>	19. The local board complies with restrictions governing the use of federal funds for political activities, the use of the one-stop environment for political activities, and the local board complies with the applicable certification and disclosure requirements	2 CFR Part 225 Appendix B; 2 CFR Part 230 Appendix B; 48 CFR§ 31.205-22; TEGL 2-12; 29 CFR § 93.100
<input checked="" type="checkbox"/>	20. The local board follows confidentiality requirements for wage and education records as required by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, WIA, and applicable Departmental regulations.	WIA §§136(f)(2)& (3) 20 USC §1232g; 20 CFR § 666.150 & Part 603
<input checked="" type="checkbox"/>	21. The Local Workforce Investment Board assures that veteran workforce investment programs funded under WIA§168 will be carried out in accordance with that section.	WIA§168
	Administration of Funds	References
<input checked="" type="checkbox"/>	22. The Local Workforce Investment Board assures that of allocated WIA adult funds for employment and training activities, priority is given to recipients of public assistance and other low-income individuals for intensive and training services.	WIA § 134(d)(4)(E)
<input checked="" type="checkbox"/>	23. The local board has written policy and procedures to competitively award grants and contracts for WIA Title I activities (or applicable federal waiver), including a process to be used to procure training services made as exceptions to the Individual Training Account process. Follow County procurement policy.	WIA §118(b)(9) &134(d)(4)(G); 20 CFR §§ 661.350(a)(10) & 663.430(a)
<input checked="" type="checkbox"/>	24. The local board will not use funds received under WIA to assist, promote, or deter union organizing.	WIA §181(b)(7); 20 CFR 663.730
<input checked="" type="checkbox"/>	25. The local board has accounting systems that follow current Generally Accepted Accounting Principles (GAAP) and written fiscal-controls and fund-accounting procedures and ensures such procedures are followed to insure proper disbursement and accounting of fund allotments made for WIA adult, dislocated worker, and youth programs and the Wagner-Peyser Act.	WIA §118(b)(8)
<input checked="" type="checkbox"/>	26. The local board will not use funds received under WIA to assist, promote, or deter union organizing. (See # 24 duplicate)	WIA §181(b)(7); 20 CFR 663.730
<input checked="" type="checkbox"/>	27. The local board ensures compliance with the uniform administrative requirements in WIA through annual, on-site monitoring of each local sub-	WIA §184(a)(3);

	recipient.	20 CFR §§ 667.200, 667.400 & 667.410
☒	28. The local board has a written debt collection policy and procedures that conforms with state and federal requirements and a process for maintaining a permanent record of all debt collection cases that supports the decisions made and documents the actions taken with respect to debt collection, restoration, or other debt resolution activities. Follow the WIA Financial Management Manual.	WIA §184; 20 CFR Part 652; 20 CFR §§667.410(a), 667.500(a)(2), & 667.740
☒	29. The local board has a written policy and procedures for ensuring management and inventory of all properties obtained using WIA funds, including property purchased with JTPA funds and transferred to WIA, and that comply with WIA and Local Area purchasing requirements. Follow the WIA Financial Management Manual.	WIA §184(a)(2)(A); 20 CFR Part 652; 29 CFR Parts 95 & 97; OMB Circulars A-21, A-87, A-110 A-122 & A-133; Federal Register Vol. 65, No. 124; Generally Accepted Accounting Procedures (GAAP)
	Eligibility	References
☒	30. The local board has a written policy and procedures that ensure adequate and correct determinations of eligibility for WIA-funded Core and Intensive services and qualifications for enrollment of Adults, Dislocated Workers, and Youth in WIA-funded Intensive and Training services, consistent with state policy on eligibility and priority for service. Follow Federal and State requirements.	WIA §134(d)(4)(E); 20 CFR Part 663 Subpart A, B, & C
☒	31. The local board has a written policy and procedures for awarding Individual Training Accounts to eligible Adults, Dislocated Workers, and Youth receiving WIA Title I-B training services, including dollar and/or duration limit(s), limits on the number of times an individual may modify an ITA, and how ITAs will be obligated and authorized. No Policy on specific limitations was made by the KWIB however, future discussions are being considered as part of sequestration limitations.	WIA § 134(d)(4)(G); 20 CFR §§663.400, 663.410, 663.420, 663.430, & 663.440
☒	32. The local board has a written policy and procedures that establish internal controls, documentation requirements, and leveraging and coordination of other community resources when providing supportive services and, as applicable, needs-related payments to eligible Adult, Dislocated Workers, and Youth enrolled in WIA Title I-B programs. Follow Financial Management Manual for internal controls. Also see page 23 for coordination of resources.	WIA §§129(c)(2)(G), 134(e)(2); 20 CFR Subpart H, §§ 663.800-840 & 664.440
☒	33. The local board has a written policy for priority of service in its One-Stop Centers any affiliate sites, and for local workforce providers that ensures veterans and eligible spouses are identified at the point of entry so they can take advantage of priority of service, be made aware of their entitlement to priority of service, and be provided information on employment, training and placement services, and the eligibility requirements for those programs or services. See appendix 6.	Jobs for Veterans Act; Veterans' Benefits, Health Care, and Information Technology Act; 20 CFR §1010; TEGL 10-09; Veterans Prog.Ltr. 07-09

COUNTY OF KAUA`I

Kaua`i Workforce Investment Board

APPENDICES

Required Appendices:

- ☒ Appendix 1: Negotiated Levels of Performance– negotiated State goals for Program Year 2012 were adopted by all local areas at a meeting on February 14, 2013.
- ☒ Appendix 2: Composition of Local Workforce Investment Board (LWIB)
- ☒ Appendix 3: Current LWIB Youth Council roster
- ☒ Appendix 4: Your current One-Stop consortium agreement
- ☒ Appendix 5: Policy regarding Priority of Service for Low-Income Individuals in the WIA Adult Program
- ☒ Appendix 6: Policy regarding Priority of Service for Veterans and Eligible Spouses
- ☒ Appendix 7: List and attach all Memoranda of Understanding or other contracts with partners and/or vendors. [WIA Section 118(b)(2)(B)]
- ☒ Appendix 8: List and attach Resource Sharing Agreements with partners at One-Stop Centers
- ☒ MOU One-Stop Consortium Agreement with 8 -1A and 8 – 1B Attachments
- ☒ Attach any public comments regarding the draft Local Plans, including those that express disagreement with this Local Plan and information regarding the LWIB’s actions towards addressing them (Public Reviewing period is from April 2nd to May 2nd. 2013). See appendix 10.

Additional Appendices:

- ☒ Appendix 9, Bylaws & constitution of the KWIB Board
- ☒ Appendix 10, Public Notice Information
- ☒ Appendix 11, Top 10 Fastest growing Occupations on Kaua`i.
- ☒ Appendix 12, Public Comment Letters, by Marjorie Fitting Gifford
Letters dated: 12-A: 422/13, 12-B: 425/13 and 12-C: 5/3/13.

WORKFORCE INVESTMENT ACT (“WIA”) AND WAGNER-PEYSER
Appendix 1

LOCAL NEGOTIATED LEVELS OF PERFORMANCE¹

WIA Requirement at § 136	PY 10³ 7/7/10 – 6/30/11	PY11^{2 &3} 7/7/11 – 6/30/12		PY 12 7/7/12 – 6/30/13
WIA Adult Program	Goal	Goal	Actual	Goal
Entered Employment Rate	50.0%	50.0%		69.5%
Employment Retention Rate	82.1%	82.1%		86.0%
Average Earnings	\$10,800	\$10,800		\$11,200
Employment and Credential Rate	55.0%	55.0%		66.0%
WIA Dislocated Worker Program				
Entered Employment Rate	65.0%	65.0%		75.0%
Employment Retention Rate	86.0%	86.0%		90.0%
Average Earnings	\$14,750	\$14,750		\$14,750
Employment and Credential Rate	60.0%	60.0%		63.5%
WIA Older Youth (19-21)				
Entered Employment Rate	40.0%	40.0%		73.0%
Employment Retention Rate	60.0%	60.0%		82.0%
Average Earnings Change	\$1,750	\$1,750		\$3,100
Credential Rate	38.0%	38.0%		60.0%
WIA Younger Youth (14–18)				
Skill Attainment Rate	46.0%	46.0%		88.0%
Diploma Attainment Rate	71.0%	71.0%		66.0%
Retention Rate	44.0%	44.0%		48.5%
WIA Customer Satisfaction				
Participant	72.0%	72.0%		97.7%
Employer	82.0%	82.0%		86.4%
Wagner-Peyser				
Entered Employment Rate	45.0%	45.0%		49.9%
Employment Retention Rate	77.0%	77.0%		78.5%
Average Earnings	\$10,971	\$10,971		\$12,500

- 1 Guidance on state and local performance can be found on the U.S. Department of Labor (DOL) Employment and Training Administration website. Specific Training and Employment Guidance Letters (TEGL) include but are not limited to 11-01, 17-05, 15-10, 49-11 and 12-12.
- 2 In a letter to Governor Neil Abercrombie dated June 24, 2011, Hawaii's PY 10 WIA performance levels were extended into PY 11 together with its PY 10 waivers of WIA statutory and regulatory requirements.
- 3 Negotiated performance levels for the State applied to all Local Areas in Program Years (PY) 10 and 11. However, beginning with PY 12, each County could have negotiated performance levels separately but all chose to adopt State goals in a meeting held on February 14, 2013.

COMPOSITION OF LOCAL WORKFORCE INVESTMENT BOARD (LWIB)

WIA § 117

(a) ESTABLISHMENT.--There shall be established in each local area of a State, and certified by the Governor of the State, a local workforce investment board, to set policy for the portion of the statewide workforce investment system within the local area (referred to in this title as a "local workforce investment system").

(b) MEMBERSHIP.—

(1) STATE CRITERIA.--The Governor of the State, in partnership with the State board, shall establish criteria for use by chief elected officials in the local areas for appointment of members of the local boards in such local areas in accordance with the requirements of paragraph (2).

(3) AUTHORITY OF BOARD MEMBERS.--Members of the board that represent organizations, agencies, or other entities shall be individuals with optimum policymaking authority within the organizations, agencies, or entities.

Citation	Member Name(s), Organization(s) and <i>Nominating Entity, if applicable</i>	No. of Business Slots	No. of Other Slots
WIA § 117 (b)(2)(A)(i)(I)	COMPOSITION.--Such criteria shall require, at a minimum, that the membership of each local board—shall include—representatives of business in the local area, who—are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority;	Steven Lupkes, BASF Plant Science, KWIB Chair Sandy Poenelt, Right Slice (food) Kimika Smith, Smith's Boat Service Canen Hookano, Pacific Light & Power	3 1
WIA § 117 (b)(2)(A)(i)(II)	represent businesses with employment opportunities that reflect the employment opportunities of the local area; and	Kurt Akamine, Ohana Pacific, Healthcare Irving Soto, Kauai Community Federal Credit Union, Lisa Ubay, Kauai Island Utility Coop.KIUC Sheryl Grady, Kauai Island Utility Coop,	2 2
WIA § 117 (b)(2)(A)(i)(III)	are appointed from among individuals nominated by local business organizations and business trade associations;	Ike Cockett, Wynham Bali Hai Resort Katie Gov, Macy's West (all private sector members were nominated by the Kauai chamber of Commerce) Solette Perry, West Kauai Medical Hospital, Nathan Wood, Trex Hawaii, (all private sector members were nominated by the Kauai chamber of Commerce)	4

WIA § 117 (b)(2)(A)(ii)	representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, where such entities exist), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities;	Bruce Getzan, Kauai community College Lance Jyo, McKinley Community School ADULT DOE Bill Arakaki, Dept. of Education, Kauai DOE Kevin Mince, Kauai Rural Development, UH- KCC	4	
WIA § 117 (b)(2)(A)(iii)	representatives of labor organizations (for a local area in which employees are represented by labor organizations), nominated by local labor federations, or (for a local area in which no employees are represented by such organizations), other representatives of employees;	Michael Machado, ILWU Union Representative Sean Mahoney, Hi. Carpenters Union Representative	2	
WIA § 117 (b)(2)(A)(iv)	representatives of community-based organizations (including organizations representing individuals with disabilities and veterans, for a local area in which such organizations are present);	Layne Shigeta, Division of Vocational Rehabilitation, DVR. Mary Navarro, Counselor-Marriage & Family Social Services. Tricia Yamashita, Kauai Hospice, Leialoha Sanchez, YWCA.	1	3
WIA § 117 (b)(2)(A)(v)	representatives of economic development agencies, including private sector economic development entities; and	MaBel Fujiuchi, Chief Exec Officer, KEO, Dora Lane, Alu Like Inc. John Latkiewitz, Small Business Association, SBA, Mattie Yoshioka, Kauai Economic Development Board, Kathy Kato, HUD,	3	2
WIA § 117 (b)(2)(A)(vi)	representatives of each of the one-stop partners; and	Eric Nordmeier, WDD Kauai Branch Manager, Lisa Nakamura, Manager, WDD-UI Division,	2	
WIA § 117 (b)(2)(B)	may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.	Jonathan Chun, Belles, Graham, Proudfoot Wilson,& Chun	1	

WIA § 117 (b)(4)	MAJORITY.--A majority of the members of the local board shall be representatives described in paragraph (2)(A)(i).	Minimum Number to Equal at Least 51% of Total LWIB Members:	22
	Number of Non-Majority members (e.g. from non-profits or government) who are not representatives described in paragraph (2)(A)(i).		8
WIA § 117 (b)(5)	CHAIRPERSON.--The local board shall elect a chairperson for the local board from among the representatives described in paragraph (2)(A)(i).	Chairperson Name and Organization Represented: KWIB Chair Steven Lupkes, BASF Seed Research Corporation. Elected by Majority Youth Council Chair Leialoha Sanchez, YWCA Elected by Majority	

Appendix 3 Kaua'i Workforce Investment Board

Youth Council Members

	Last Name	First	Title	Organization	Industry	Cell	Phone	Fax	Email
1)	Sanchez	Leialoha	Chairperson Prevention Counselor	YWCA of Kaua'i	Social		245- 5959 234		leialoha@ywcakauai.org
2)	Chandler	Michael	Program Specialist	Kamehameha Schools	Education	645-1451	245- 6043		michandl@ksbe.edu
3)	Chun	Jonathan	Partner	Belles Graham Proudfoot Wilson	Legal		245- 4705 *230	245- 3277	jjc@kauai-law.com
4)	Hesse	Sutada	Owner	Hesse Flooring	Small Business	639-0529	246- 3700		hessflooring@hotmail.com
5)	Finn	Kaulana	Community Director	Kaua'i Big Brothers Big Sisters	Social	855-2905			kfinn@bigskauai.org
6)	Kato	Kathy	Family Self- Sufficiency Coordinator	County of Kaua'i Housing Agency	Social		241- 4420	241- 5119	kkato@kauai.gov
7)	Ozaki	Mark	Development & Community Liaison	Kaua'i Police Department	Police		241- 1881		mozaki@kauai.gov
8)	Yamashita	Tricia	Director	Kaua'i Hospice	Healthcare	652-4988	245- 7277		asktricia@gmail.com
9)	Meints	Remi	Owner	Ahu Waiwai	Social	651-2247			ahuwaiwai@hotmail.com
	Bradford	Kao	WIA Administrator	County of Kaua'i Office of Economic Development	Workforce Development	(808)256-8839	241- 4950	241- 6399	kbradford@kauai.gov

Appendix 4
MEMORANDUM OF UNDERSTANDING (MOU)

An Agreement between the Kauai Workforce Investment Board and its WorkWise Kaua`i Partners



In accordance with Section 121 (c) of the Workforce Investment Act of 1998, this Memorandum of Understanding has been developed, with the agreement of the Mayor of the County of Kaua`i, and entered into in the spirit of cooperation and collaboration by the Kaua`i Workforce Investment Board, hereafter referred to as the “KWIB” and the Kaua`i One-Stop Service Delivery System signatory WorkWise Kaua`i Partners, hereafter referred to as the “WorkWise Kaua`i Partners”, which intending to be bound with respect to the operation of the system agree as follows:

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a viable framework in which the KWIB and WorkWise Kaua`i Partners will be able to provide one-stop services for employers, their employees, those seeking employment, and other interested parties within the County of Kaua`i.

The purpose of the WorkWise Kaua`i System is to create a seamless system of service delivery that will enhance access to the individual programs’ services while improving long-term employment outcomes for both job seeker and employer customers receiving assistance.

In entering into this agreement the parties make the commitment to maintain not only the basic provisions of WIA but also to enact the guiding principles for Hawai`i's One-Stop delivery system, that services be:

- Integrated (offering employment, training, and education services for employers and individuals seeking jobs or wishing to enhance their skills) and affording universal access;
- Comprehensive (offering useful information with wide and easy access to needed services);
- Customer Focused (providing the means for customers to evaluate the quality of services and make informed choices); and
- Performance Based (clear outcomes to be achieved; methods for measurements; and the means toward measuring and attaining customer satisfaction).

II. VISION/MISSION OF THE WORKWISE! SYSTEM

The vision and mission of the WorkWise Kaua`i system is to advance the economic well-being of the County of Kaua`i by maintaining a quality workforce and by serving as the focal point for all state and local workforce investment initiatives. This will be achieved through the delivery of high quality and integrated workforce investment, education, and economic development services for employers, job seekers and incumbent workers.

III. PARTIES TO THE MOU

The Workforce Investment Act identifies the one-stop system as the service delivery system for WIA and WorkWise Kauaʻi Partner programs. On Kauaʻi, the County of Kauaʻi has been designated as the WIA one-stop operator. The following are the parties involved with the administration and operation of the WorkWise Kauaʻi One-Stop System.

- A. The KWIB, in partnership with the Mayor of the County of Kauaʻi, was established for the purposes of developing the local workforce investment plan and performs the functions described in WIA Section 117(d).
- B. The KWIB, with the agreement of the Mayor of the County of Kauaʻi, have the mutual commitment and cooperation of the following WorkWise Kauaʻi Partners (a consortium) to operate the WorkWise Kauaʻi System and Center:

Agency	Required Funding Source under WIA
Alu Like, Inc.	WIA Title I
DHS Benefit, Employment & Support Services Division (DHS)	Personal Responsibility & Work Opportunity Reconciliation Act of 1996
DHS Division of Vocational Rehabilitation (DVR)	WIA Title IV
Kauaʻi Community College (KCC)	Post-Secondary Vocational Education and Continuing Education & Training
McKinley Community School – Kauaʻi Branch (MCS)	WIA Title II- of WIA (WIA Sec. 121(b)(1)(B)(iii))
Kauaʻi Economic Opportunity (KEO)	Community Services Block Grant
Unemployment Insurance (UI)	Federal Unemployment Insurance
COK, Housing & Urban Development (HUD)	(WIA Sec 121 (b)(1)(B)(xi).
Paxen, Huli Ke Alo	WIA Title I
Workforce Development Division (WDD)	Wagner-Peyser Act, WIA Title I, Trade Adjustment Assistance (TAA), NAFTA Transitional TAA, Veterans Employment & Training Programs, Migrant & Seasonal Farm Worker, Title V of the Older Americans Act of 1965.

(See Attachment #1 of this section for contact persons for the above list)

IV. CUSTOMER SERVICES TO BE PROVIDED THROUGH THE WORKWISE KAUA`I SYSTEM

Services shall be focused on two customer groups -- job seekers and employers. Services shall be available at or through the *WorkWise* Kaua`i Center and/or System overall.

A. CORE SERVICES [WIA, SECTION 134(D) (2)] SHALL INCLUDE:

11. Determination of individual eligibility for WIA services;
12. Outreach, intake, and orientation to the information and services available through the *WorkWise* Kaua`i system;
13. Initial assessment of skill levels, aptitudes, abilities, and supportive service needs;
14. Job search and placement assistance, career counseling where appropriate;
15. Provision of employment statistics information and labor market information such as job vacancy listings, job skills necessary to obtain jobs, local demand occupations, earnings, and skill requirements;
16. Provision of performance information and program cost information on eligible providers of training services;
17. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the *WorkWise* Kaua`i delivery system;
18. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such services, as appropriate;
19. Provision of information regarding filing claims for unemployment compensation;
20. Assistance in establishing eligibility for activities and programs of financial aid assistance for training and education programs that assist public assistance recipients;
12. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
13. Other core services as determined by a *WorkWise* Kaua`i Partner agency's governing legislation.

B. INTENSIVE SERVICES

8. Comprehensive and specialized assessments of the skill levels of adult and dislocated workers;
9. Development of Individual Employment Plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the individual's employment goals;
10. Group counseling;
11. Individual counseling and career planning;
12. Case management for participants seeking training services;
13. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;
14. Other intensive services as determined by a *WorkWise* Kaua`i Partner agency's governing legislation.

C. TRAINING SERVICES

10. Occupational skills training, including training for nontraditional employment;
11. On-the-job training;
12. Programs that combine workplace training with related instruction which may include cooperative education programs;
13. Skills upgrading and retraining;
14. Entrepreneurial training;
15. Job readiness training;
16. Adult education and literacy activities provided in combination with services described in items IV.C.1-6 above;
17. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training;
18. And other training services as determined by a *WorkWise* Kaua`i Partner agency's governing legislation.

D. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are important *WorkWise* Kaua`i customers and agree that:

5. Direct employer input shall be sought in matters related to *WorkWise* Kaua`i planning and operations;
6. The guidance of the employer members of the KWIB shall be specifically sought in designing targeted employer services;
7. Service provision will be provided recognizing the fact that time is of the essence for employers;
8. Specific employer services to be provided through the *WorkWise* Kaua`i System include but are not limited to:
 - Contact employers via a combination of personal visits, telephone calls and email, to explain, promote and facilitate employer's use of available resources/services provided through the one-stop system, partner agencies, and other local resources;
 - Tax credit or I-9 processing information;
 - Assessment of client skills, interests, aptitude and/or work values of applicants prior to referral;
 - Job specification development;
 - Business fee or licensing information;
 - Business assistance center referral;
 - Interviewing facilities;
 - Customized training;
 - Skills training for incumbent workers;
 - Job readiness training information;
 - Information on filing UI & Workers Compensation claims;
 - Program information and preliminary screening for program eligibility of prospective employees;

E. WORKWISE KAUA'I PARTNERS PROVIDING CORE, INTENSIVE, TRAINING AND EMPLOYER SERVICES

Agency	Primary Responsibility	Services
Alu Like, Inc.	Employment services for Native Americans/ Hawaiians/ Alaska Natives	<p>Core: Outreach, intake, orientation, eligibility; initial assessment; job search and placement assistance; career counseling; labor market information; performance information; information on supportive services/referral of such, information on UI; follow-up services</p> <p>Intensive: Assessment; individual employment plan; counseling and career planning; case management; pre-vocational skills services</p> <p>Training: Occupational skills Training; OJT; workplace training; skills upgrade and retraining; work readiness; customized training.</p> <p>Employer: Outreach to explain, promote and facilitate employer's use of available resources/services provided through the one-stop system, partner agencies, and other local resources; tax credit or I-9 processing information; assessment of client skills, job specification development; business assistance center referral; job readiness training and program information.</p>

Agency	Primary Responsibility	Services
Department of Human Services, Benefit, Employment & Support Services Division	Public assistance for eligible individuals, employment services for, TANF-Federal, and SNAP -food stamp eligible individuals	<p>Core: Outreach, intake & orientation; eligibility; initial assessment; job search and placement assistance; career counseling; information on supportive services/referral of such, information on UI; follow-up services</p> <p>Intensive: Assessment, individual employment plan, counseling and career planning; case management; pre-vocational skills services</p> <p>Training: Occupational skills Training, OJT, workplace training, skills upgrade; work readiness, customized training.</p> <p>Employer: Outreach to explain, promote and facilitate employer's use of available resources/services provided through the one-stop system, partner agencies, and other local resources; tax credits or I-9 processing information; assessment of client skills, job specification development; business assistance center referral, program and job readiness training information.</p>
Department of Human Services DVR Division of Vocational Rehabilitation	Employment services for Persons with Disabilities	<p>Core: Outreach, intake; orientation; eligibility; initial assessment; job search and placement assistance; career counseling; information on supportive services/referral to such, follow-up services</p> <p>Intensive: Assessment, individual employment plan, counseling and career planning; case management; pre-vocational skills services</p> <p>Training: Occupational skills Training; OJT; workplace training; skills upgrade and retraining; work readiness; customized training.</p> <p>Employer: Outreach to explain, promote and facilitate employer's use of available resources/services provided through the one-stop system, partner agencies, and other local resources; tax credits or I-9 processing information; assessment of client skills, job specification development; business assistance center referral, program and job readiness training information.</p>

Agency	Primary Responsibility	Services
Kauai Community College (KCC)	Post-secondary Education and Continuing Education & Training for admitted and enrolled students	<p>Core: Outreach; availability of services and referral to such; career counseling; information on filing for UI; assistance in establishing eligibility for programs, financial aid; follow-up services</p> <p>Intensive: Assessment; career planning; pre-vocational services</p> <p>Training: Occupational skills training; skills upgrading and retraining; entrepreneurial training, work readiness</p> <p>Employer: Outreach to explain, promote and facilitate employer's use of available resources/services provided through the one-stop system, partner agencies, and other local resources; tax credits or I-9 processing information; assessment of client skills, job specification development; business assistance center referral, program and job readiness training information.</p>
McKinley Community School – Kaua'i Branch	Adult Education	<p>Core: Outreach, intake, orientation; availability of services and referral to such; assessment; career counseling, job search and placement information/assistance, information on filing for UI; follow-up services</p> <p>Intensive: Assessment; career planning and counseling; pre-vocational services</p> <p>Training: Work readiness; adult education and literacy activities.</p> <p>Employer: Outreach to explain, promote and facilitate employer's use of available resources/services provided through the one-stop system, partner agencies, and other local resources; tax credits or I-9 processing information; assessment of client skills, job specification development; business assistance center referral, program and job readiness training information.</p>

Agency	Primary Responsibility	Services
Kauai Economic Opportunity, Inc.	Community Action Agency	<p>Core: Outreach, intake & orientation; eligibility; initial assessment; job search and placement assistance; labor market information; career counseling; information on supportive services/referral of such, information on UI; follow-up services</p> <p>Intensive: Assessment, individual employment plan; counseling and career planning; case management; pre-vocational skills services</p> <p>Training: Occupational skills Training, OJT, workplace training, skills upgrade; work readiness, customized training.</p> <p>Employer: Outreach to explain, promote and facilitate employer's use of available resources/services provided through the one-stop system, partner agencies, and other local resources; tax credits or I-9 processing information; assessment of client skills, job specification development; business assistance center referral, program information; work readiness training; interviewing facilities.</p>

Agency	Primary Responsibility	Services
Unemployment Insurance	Unemployment insurance benefits and employers services	<p>Core: Outreach, intake, orientation; availability of services and referral to such; information on filing for UI,</p> <p>Employer: Outreach to explain, promote and facilitate employer's use of available resources/services provided through the one-stop system, partner agencies, and other local resources; information on UI.</p>
Workforce Development Division	Employment Services for all Job Seekers and Employers	<p>Core: outreach, intake, orientation, eligibility, initial assessment, job search and placement assistance, career counseling, performance information, information on supportive services/referral of such, information on UI, follow-up services</p> <p>Intensive: Assessment, Individual Employment Plan, counseling and career planning; case management; pre-vocational skills services</p> <p>Training: Occupational skills Training, OJT, workplace training, skills upgrade and retraining; work readiness, customized training;</p> <p>Employer: Outreach to explain, promote and facilitate employer's use of available resources/services provided through the one-stop system, partner agencies, and other local resources; tax credits or I-9 processing information; assessment of client skills, job specification development; business assistance center referral, program and job readiness training information; customized and ETP training.</p>

Agency	Primary Responsibility	Services
Paxen – Huli Ke Alo.	WIA – Youth Services: Younger Youth: 14-17yrs. Older Youth: 18-24yrs.	<p>Core: Outreach, intake & orientation; eligibility; initial assessment; job search and placement assistance; labor market information; career counseling; information on supportive services/referral of such, information on UI; follow-up services</p> <p>Intensive: Assessment, individual employment plan; counseling and career planning; case management; pre-vocational skills services</p> <p>Training: Occupational skills Training, OJT, workplace training, skills upgrade; work readiness, customized training.</p> <p>Employer: Outreach to explain, promote and facilitate employer's use of available resources/services provided through the one-stop system, partner agencies, and other local resources; tax credits or I-9 processing information; assessment of client skills, job specification development; business assistance center referral, program information; work readiness training; interviewing facilities.</p>
COK- Housing & Urban Development (HUD)	Housing services for persons who meet income eligibility	<p>Core: Outreach, intake; eligibility; job search and placement assistance; information on supportive services; follow-up services</p> <p>Intensive: Development of employment plan; employment related counseling; case management</p> <p>Training: Work readiness</p> <p>Employer: Outreach to explain, promote and facilitate employer's use of available resources/services provided through the one-stop system, partner agencies, and other local resources; tax credit or I-9 processing information; assessment of client skills, job specification, development; business assistance center referral, program and job readiness training information.</p>

V. METHODS OF REFERRAL

Parties to the MOU agree to use and modify, as needed, the processes, procedures, and forms necessary for the seamless referral of *WorkWise* Kaua`i customers. Parties agree to cross-train and/or inform each other's staff on their respective programs, policies, procedures and services to minimize confusion and misinformation. As appropriate, site visits; field trips and joint training shall be utilized for appropriate staff.

Customer referrals from one *WorkWise* Kaua`i Partner agency to another *WorkWise* Kaua`i Partner agency require that:

4. Customers receive a referral form with a list of appropriate referrals made by the referring agency.
5. Mutually agreed upon intake and service history information, and assessment results, be shared in accordance with applicable federal, state statutes and if and when appropriate.
6. *WorkWise* Kaua`i Partners adhere to their respective laws and procedures regarding confidentiality and will share among each other only that customer information that is pertinent and necessary for the provision of services under the Act. Securing all appropriate written releases of information to protect customer confidentiality will be the responsibility of the referring agency. In all cases, the respective federal or state statute, Hawaii Administrative Rules or rules of Confidentiality that govern the respective *WorkWise* Kaua`i Partners shall prevail.

Customer referrals from non-*WorkWise* Kaua`i Partner agencies to *WorkWise* Kaua`i System will require that referring agencies:

1. Notify the *WorkWise* Kaua`i System (*WorkWise* Kaua`i Partner) of the referral by telephone or via fax of referral form;
5. Give their customer a referral form with the date, time, and place of any referral appointment made by the referring agency.
6. Share mutually agreed upon intake and enrollment information, and assessment results, in accordance with applicable federal, state statutes and if and when appropriate.
7. Adhere to laws and procedures regarding confidentiality and share only that customer information that is pertinent and necessary for the provision of services required by the customer. That securing all appropriate written releases of information to protect customer confidentiality will be the responsibility of the referring agency. In all cases, the respective federal or state statute, Hawaii Administrative Rules or rules of Confidentiality that govern the referring agency shall prevail.

VI. SERVICE LOCATIONS:

While specific service delivery contributions or resources may be delineated in individual site agreement(s), the parties to the MOU agree that many one-stop services will be provided at *WorkWise* Kaua`i Partner agency offices or at the sites of training or services providers. For the *WorkWise* Kaua`i system, the following comprehensive core service *WorkWise* Kaua`i Center site(s) have been established. (Attachment #1)

VII. TECHNOLOGY AND SYSTEM INFRASTRUCTURE

The parties agree that electronic technology is an essential tool for making efficient information exchange possible and that such technology shall be in place to support the *WorkWise* Kaua`i system.

- A. System security and confidentiality shall be agreed upon by all parties

VIII. CAPACITYBUILDING

- A. Parties to the MOU agree that high standards of professional service and conduct as well as work environments are required in the *WorkWise* Kaua`i system.
- B. System staff will incorporate continuous improvement tools and methods such as Malcolm Baldrige Total Quality Management;
- C. Capacity-building efforts shall be examined periodically for their effectiveness in staff adaptability to change, improvements in customer service, and continuous improvement progress.
- D. The parties agree to ensure collaboration with State and regional efforts to identified capacity building needs.

IX. MARKETING

The parties to the MOU agree that a collaborative marketing strategy informing job seekers, employed individuals, employers and the community at large about the services available through the *WorkWise* Kaua`i system will be integrated with the efforts of the KWIB.

X. SITE SUPERVISION

- A. Parties to the MOU recognize that in implementing *WorkWise* Kaua`i operations, broad-based agency practices and management structures as well as day-to-day *WorkWise* Kaua`i Center/site supervision will need to be negotiated. Parties to the MOU agree to work out in advance (and specify in relevant agreements) any arrangements for supervision.
- B. *WorkWise* Kaua`i Partners also agree to respect each other's organizational practices and management structures in the provision of services under the agreement.

XI. DESIGNATION OF FISCAL AGENT

The Mayor, with the agreement of the *WorkWise* Kaua`i Partners, may designate a fiscal agent with the authority to carry out the fiscal activities for the *WorkWise* Kaua`i system.

XII. COST ALLOCATION & RESOURCE SHARING

A. How WorkWise Kaua`i Costs Shall Be Allocated Among the WorkWise Kaua`i Partners.

The WorkWise Kaua`i system operator will identify the total partner contributions to the system. Once these contributions have been tallied, a Resource Sharing and Allocation Plan (RSAP) will be prepared to describe the total contributions to the system.

The total number of contributed hours will determine that partner's obligation to the system. The RSAP will identify each partner's contribution and will detail the partner's obligation.

B. Resource Sharing and Paying for the Allocated Shares of WorkWise Kaua`i Costs.

Contributions that benefit the WorkWise Kaua`i system include: regularly scheduled consortium meetings, events attended on behalf of WorkWise Kaua`i, time spent reporting WorkWise Kaua`i activities, and staffing the WorkWise Kaua`i One-Stop Center. Under no circumstances will any partner program be required to pay for more than its total allocable share of total allowable costs and/or pay for costs that are not allowable under its governing statutes and regulations. Budget will detail how each partner's program will fund its allocable fair share.

C. Review of Cost Allocation & Resource Sharing Methods

The cost allocation method(s) used to determine the equitable allocation of costs will be effective for the term of this agreement, and may be modified, following the terms and provision(s) of this agreement.

WorkWise Kaua`i system costs, partner resource sharing methods of payments, and the value of obligations shall be reviewed quarterly and the WorkWise Kaua`i budgets adjusted to best conform to actual circumstances.

D. Proposed Allocation of WorkWise Kaua`i Costs.

The allocation of WorkWise Kaua`i Costs among the WorkWise Kaua`i Partners will be shown in Appendix 8 – 1A and 8 – 1B, to be attached hereto and incorporated into this MOU by reference. Any increase or decrease to the allocation must be approved in writing by the WorkWise Kaua`i Partner or the WorkWise Kaua`i Partner's designee.

XIII. CONFIDENTIALITY

Parties to this MOU agree to comply with the confidentiality provisions of WIA Sections 10850 of the Welfare and Institutions code, Hawaii Administrative Rules, Employment Security Law of the State of Hawaii, and/or any other WorkWise Kaua`i Partner statute or requirement as applicable to assure that:

- A. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be kept confidential by each WorkWise Kaua`i Partner except that such information may be shared with other WorkWise Kaua`i Partners for purposes directly connected with the delivery of such services.
- B. No person will publish or disclose, use or permit, cause to be published, disclosed or used, any confidential information pertaining to WorkWise Kaua`i System applicants, participants, or customers overall.

GENERAL TERMS AND PROVISIONS

XIV. APPROVAL

This MOU is of no force or effect until signed by authorized representatives of all WorkWise Kaua`i Partner agencies and until approved by the Mayor of the County of Kauai. The MOU, once signed, becomes a part of the KWIB local plan. Individual signatories to this agreement may or may not be represented on the KWIB itself, at local discretion.

XV. NON-FINANCIAL AGREEMENT CLAUSE

This MOU binds no party or WorkWise Kaua`i Partner to the financial obligation(s) of any other. Any financial or fiduciary arrangements involving the WorkWise Kaua`i system will be outlined in separate financial agreement(s) between the KWIB and respective WorkWise Kaua`i Partner agencies.

XVI. TERM/DURATION AGREEMENT CLAUSE

The term of this agreement is effective upon issuance to proceed unless otherwise prescribed by the KWIB. The WorkWise Kaua`i Partner(s) may request in writing any amendment to the MOU through the KWIB Board. The KWIB may amend the MOU whenever the Board determines it is appropriate or necessary. To be valid, any modifications to this Agreement must be in writing, signed and dated under the conditions agreed upon by all the WorkWise Kaua`i Partners, and attached to the original Agreement.

The KWIB reserves the right to extend the term of agreement for another period not to exceed the length of time of the original MOU term(two years), contingent on the performance of the WorkWise Kaua`i Partners meeting and/or exceeding the performance measures set by the KWIB in the local plan.

XVII. TERMINATION

- A. Termination: The agreement may be terminated by any of the parties upon written notice to the other parties with cause or upon 30 days of written notice to the other parties without cause.
- B. Termination for Cause: The KWIB may terminate any practice related to failure to perform the provisions or requirements of this MOU, and it may proceed with the work required under

effected provision in any manner deemed effective by the *WorkWise* Kaua`i Partners, or proper by the State.

XVIII. DISPUTES

Parties shall continue with the responsibilities under this agreement during any dispute. Disputes shall be resolved in a timely manner, directly involving the parties to the dispute. In the event that an impasse should arise between the *WorkWise* Kaua`i Partner(s) and/or the KWIB regarding the terms and conditions, the performance, or administration of this Agreement, the following procedure will be initiated: (1) the KWIB and the *WorkWise* Kaua`i Partner(s) should document the negotiations and efforts that have taken place to resolve the issue. (2) The KWIB Chairperson would meet with the local elected official(s) and/or the *WorkWise* Kaua`i Partner(s) and/or the *WorkWise* Kaua`i system operator and/or the *WorkWise* Kaua`i Center/Site manager based on the nature of the impasse to resolve the issue. (3) If an agreement cannot be reached, the Hawaii Department of Labor and Industrial Relations will provide assistance in resolving the issue.

XVI. AUDIT

The Bureau of State Audits, the Mayor, and other parties as appropriate, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to performance under this MOU, subject to the confidentiality requirements stated in section

XVII. CONFIDENTIALITY.

Auditors will be allowed access to such information or records during normal business hours. Parties to the MOU agree to maintain such records for three years unless differing periods are stipulated by impacted funding sources. Further, the parties to this MOU agree to include similar audit provisions in any related contract, subcontract or other financial agreement.

XVIII. NON-DISCRIMINATION CLAUSE

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment on the basis of race, color, sex, national origin, age, political affiliation or belief, citizenship, disability, ancestry, arrest and court record, breastfeeding, marital status, National Guard participation, or sexual orientation. Parties shall comply with the provisions Hawaii Revised Statutes (HRS) Chapter 378 part 1, and the Hawaii Administrative Rules (HAR) Chapter 12 - 46 and related, applicable regulations. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement.

Parties assure compliance with the Americans with Disabilities Act of 1990 as amended, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.

XIX. GOVERNING LAW

This MOU is governed by and shall be interpreted in accordance with the laws of the State of Hawai`i, State WIA enabling legislation, and the Workforce Investment Act of 1998. The County WIA Administrator will issue guidance memoranda clarifying the pertinent federal and state statutes, as well as local area policy and procedures to all the *WorkWise* Kaua`i Partners.

XX. UNENFORCEABLE PROVISIONS

In the event that any provision of this MOU is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect, and shall not be effected.

XXI. RESOLUTION

The Kaua`i County Workforce Investment Area must agree to a resolution, order, motion, or ordinance of the Mayor whom by law may authorize designation of the area, boards, and operators comprising the system and parties to this MOU. Such resolution or order must be provided to the State as part of the local Workforce Investment Plan.

Chief Elected Official:

Bernard Carvalho
Mayor, County of Kaua`i

*Signature**Date*

Workforce Investment Board:

Steven Lupkes
Chair

*Signature**Date*

Parties to the Agreement:

Alu Like, Inc.

Agency or Organization

Date

Signature

Name & Title of Authorized Officer

Parties to the Agreement:

Department of Human Services
Benefit, Employment & Support Services (BESSD)

<i>Agency or Organization</i>	<i>Date</i>
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<i>Signature</i>	<i>Name & Title of Authorized Officer</i>
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Parties to the Agreement:

Kaua`i Community College

<i>Agency or Organization</i>	<i>Date</i>
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Helen Cox, Chancellor or
Jim Dire, Vice Chancellor

<i>Signature</i>	<i>Name & Title of Authorized Officer</i>
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Parties to the Agreement:

McKinley Community School
Department of Education, Kaua`i Branch

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<i>Agency or Organization</i>	<i>Date</i>
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<i>Signature</i>	<i>Name & Title of Authorized Officer</i>
	Helen Sanpei, Principal or Lance Jyo, Vice Principal
	<hr/>

Parties to the Agreement:

Kaua`i Economic Opportunity, Inc. (KEO)

<i>Agency or Organization</i>	<i>Date</i>
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MaBel Fujiuchi, Chief Executive Officer

<i>Signature</i>	<i>Name & Title of Authorized Officer</i>
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Parties to the Agreement:

Dept. of Labor and Industrial Relations
Unemployment Insurance Division (UI)

<i>Agency or Organization</i>	<i>Date</i>
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Lisa Nakamura, Branch Manager

<i>Signature</i>	<i>Name & Title of Authorized Officer</i>
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Parties to the Agreement:

Department of Human Services
Division of Vocational Rehabilitation

Agency or Organization

Date

Layne Shigeta, Branch Manager

Signature

Name & Title of Authorized Officer

Parties to the Agreement:

County of Kauai
Housing & Urban Development

<i>Agency or Organization</i>	<i>Date</i>
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Kamuela Cobb-Adams, Manager

<i>Signature</i>	<i>Name & Title of Authorized Officer</i>
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Parties to the Agreement:

PAXEN – Huli Ke Alo
Youth Support Services

<i>Agency or Organization</i>	<i>Date</i>
	Peggy Granda, Manager

<i>Signature</i>	<i>Name & Title of Authorized Officer</i>
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Parties to the Agreement:

Dept. of Labor and Industrial Relations
Workforce Development Division
WorkWise Kaua`i

Agency or Organization

Date

Eric Nordmeier, Branch Manager

Signature

Name & Title of Authorized Officer

Attachment 1

Kauai Workforce Development Division/WorkWise! Partner Agencies

Individuals named below should be contacted regarding contents of this MOU, related financial agreements, WIA reporting, or planning as relates to this MOU.

Agency	Name/Title	Area of Responsibility	Address	E-Mail Phone/Fax
Alu Like Inc.	Dora Lane Program Specialist	Employment & Training Services for Hawaiians, Alaska Natives & Native Americans	2970 Haleko Rd., Ste. 205 Lihu'e, HI 96766	dlane@alulike.org 245-8545 245-1720 Fax
Department of Human Services (DHS-BESSD)	Janice Shitanaka Kauai Section Administrator	Public assistance for eligible individuals. Employment services to TANF; SNAP-food stamps; child care assistance to eligible families. FTW.	4473 Pahe'e St., Suite G, Lihu'e, HI 96766	jshitanaka@dhs.hawaii.gov 241-3667 241-3669 Fax
KauaiCommunity College (KCC)	Helen Cox Chancellor	Post-Secondary Education &Continuing Education & Training	3-1901 Kaumuali'i Hwy., Lihu'e, HI 96766	helencox@hawaii.edu 245-8210 245-8220 Fax
McKinley Community School – Kaua'i Branch	Lance Jyo Vice Principal ----- Helen Sanpei Principal	Adult Education Kauai 274-3390 274-3393 Fax	3607A Lala Rd., Portable 12 Lihu'e, HI 96766 ----- 2825-A Ala Ilima Street Honolulu, HI 96818	Lance_jyo@notes.k12.hi.us Helen_sanpei@notes.k12.hi.us (808)837-8466 Fax (808) 831-7926 Honolulu
Kauai Economic Opportunity (KEO)	MaBel Fujiuchi Chief Executive Officer	Community Action Agency. Serves economically disadvantaged & the Homeless	P.O. Box 1027 Lihu'e, HI 96766	keo@keoinc.org 245-4077 245-7476 Fax
Unemployment Insurance (UI)	Lisa Nakamura Branch Manager	Unemployment insurance benefits & employer services	3-3100 Kuhio Hwy., C-12, Lihu'e, HI 96766	dlir.ui.kauai@hawaii.gov 274-3043 274-3046 Fax
Division of Vocational Rehabilitation (DVR)	Layne Shigeta Kauai Branch Manager	Employment Services for persons with disabilities	3060 Eiwa St., Room 304 Lihu'e, HI 96766	lshigeta@dhs.hawaii.gov 274-3333 274-3340 Fax

County of Kauai Housing & Urban Development	Kathryn Kato Housing Self- Sufficiency Specialist	Housing support services for persons that meet eligibility requirements	Piikoi Bldg., Room Lihue, Kauai, HI 96766	kkato@kauai.gov 241-4420 241-5119 Fax
Paxen –Huli Ke Alo	WIA Youth Support Services	Support Services for Younger/Older Youth.	4444 Rice St., Suite. 302 Lihue, Kauai HI 96766	pgranda@paxen.com 274-3056 274-3059 Fax
Workforce Development Division -- WorkWise Kaua`i	Eric Nordmeier Kauai Branch Manager	Employment Services for all job seekers and employers	4444 Rice St., Suite 302, Lihu`e, HI 96766	eric.l.nordmeier@hawaii.gov 274-3056 274-3059 Fax
Workforce Investment Act, County of Kauai	J. Kaeo Bradford WIA Administrator	Oversees County of Kauai Workforce Investment Act Business	Office of Economic Development 4444 Rice Street, Ste. 200, Lihu`e, HI 96766	kbradford@kauai.gov (808) 241-4950 (808) 241-6399 Fax

Appendix 5

Priority of Service for Low-Income Adults

Low-Income Individuals

The State has determined that the funds allocated to a local area for WIA Adult employment and training activities are limited, based on the funds being insufficient to provide adequate services to at least 25% of that area's adult poverty population. **Priority of service** for intensive and training services in the WIA Adult Program will be given to recipients of public assistance and those meeting the definition of low-income. At a minimum an adult must receive at least one core service before the Individual is eligible to receive intensive and training services.

They are identified when accessing One-Stop core services as well as through referrals from agencies serving this target population. Public assistance recipients are identified through coordination with the Department of Human Services (DHS), which administers the Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP) and other federal and state-funded assistance programs. The Work Opportunity Tax Credit is also available to employers as an inducement to hire this target group. In addition to training, supportive services such as work clothes, transportation assistance, housing and child care may be provided. Where possible, non-WIA funding is sought to provide other services.

If Local Areas, in consultation with the LWIBs, identify any additional target groups who need WIA services In the WIA Adult Program, these groups will be identified in their Local Plans with any policies and procedures regarding how they will implement priority of service for all priority groups. In no way should their identification of target groups restrict services to only these groups unless the Local Areas and LWIBs choose to do so, based on the funds available and justification of need.

For both ARRA and Formula WIA Adult programs, 225% of the current Lower Living Standard Income Level (LLSIL) is used to define “low income” in conjunction with family size. The LLSIL is issued annually by the State Department of Labor and Industrial Relations.

Staff members are cross-trained and kept apprised of priority of service requirements by the Branch Manager through emails as change announcements are received with follow up provided during staff meetings when details are further discussed. [TEGL No. 21-11, Item 7B, Bullet 1]

Appendix 6

Veteran Priority of Service - Employment Opportunities for Veterans

Each of our One-Stop Centers is mandated to provide covered persons (veterans or eligible spouses) with **priority of service under 20 CFR Part 1010, Priority of Services for Covered Persons and Jobs for Veterans Act (JVA)**. **Priority of service means that with respect to any qualified job training program**, that a covered person shall be given priority over a non-covered person for the receipt of any services that are provided.

Veterans are defined as a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2). Active service includes full-time duty in the National Guard or a Reserve component, other than full-time duty for training purposes.

Eligible spouse is defined as the spouse of any of the following:

- (1) Any veteran who died of a service connected disability;
 - (2) Any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:
 - (i) Missing in action;
 - (ii) Captured in line of duty by a hostile force; or
 - (iii) Forcibly detained or interned in line of duty by a foreign government or power;
 - (3) Any veteran who has a total disability resulting from a service connected disability, as evaluated by the Department of Veterans Affairs;
 - (4) Any veteran who died while a disability, as indicated in paragraph (3) of this section, was in existence.
- Our staff are trained and dedicated to helping all qualified veterans achieve their career goals through job finding and job training.

Among the many services that our One-Stop Centers provide are:

- Career and job counseling
- Providing Labor Market Information on the jobs and employers in this area.
- Assistance in tailoring skills and abilities to the job market.
- Help using the Internet to expand your job searches.
- Recommendations for training and education to qualify for better jobs and careers.
- Information on Veteran job programs and training.
- Assistance and instruction in use of the Resource Room facilities.
- Resume preparation and critique.
- Developing jobs for those Vets with barriers to employment.
- Providing referral information on social service and family support.
- Linking Vets with Department of Veterans Affairs medical and benefits information.
- Information on qualified job training programs.

In addition, the WDD Staff in the Kauai One-Stop Center have information on all new job orders and sees if any veterans in their files qualify for the positions and contacts them immediately. Our aim is to get the best-qualified veteran to employers as quickly as possible.

Appendix 7, See Appendix 4 – MOU Document

Appendix 8, Allocations Spreadsheet is an Excel Spreadsheet (Appendix 8 - 1A).
Core Services, Excel Spreadsheet, (Appendix 8 - 1B)
(Separate Attachment)

Additional attachment: Appendix 9

BYLAWS OF

KAUA'I WORKFORCE INVESTMENT BOARD

ARTICLE I ESTABLISHMENT AND PURPOSE

There is hereby established the KAUAI WORKFORCE INVESTMENT BOARD ("Board"). The purpose of the Board is to perform the functions and responsibilities of a local board for the area encompassing the County of Kauai's as described in Section 117 of the Workforce Investment Act of 1998, 112 Stat. 936 ("Workforce Investment Act").

ARTICLE II MEMBERS

Section 1. Number and Qualification. The number of members of the Board shall be determined as to comply with WIA regulations.

Section 2. Appointment and Term. As provided for in Section 117 of the Workforce Investment Act the members of the Board shall be appointed by the Mayor of the County of Kaua'i ("Mayor"). All appointments by the Mayor shall comply with the criteria for appointment established by the Governor of the State of Hawai'i and the State Workforce Investment Board as set forth in Section 117(b) of the Workforce Investment Act. Appointments that do not comply with the State appointment criteria shall be void. Members shall serve at the pleasure of the Mayor.

Section 3. Resignation. Any member may resign at any time by giving written notice of such resignation to the Board. The resignation shall take effect upon receipt thereof by the Board. Any member who no longer represents the category of membership to which they were appointed shall be considered.

Section 4. Vacancy. Any vacancy in the membership of the Board occurring during the year may be filled by appointment as provided above. Any member so appointed shall hold office for the remainder of the term of the predecessor or until the appointment of a successor.

Section 5. Removal. Any member may be removed, for cause by, the affirmative vote of a majority of the members of the Board. The Board may suspend a member pending a determination that cause exists for removal upon the affirmative vote of a majority of the members of the Board. Any member who misses three consecutive regular meetings of the Board shall be notified of their absences and may be removed.

ARTICLE III MEETINGS OF THE MEMBERS

Section 1. Regular Meetings. The Board shall conduct regular meetings upon at least seven day prior written notice to all members setting forth the date, time, location, and proposed agenda of the meeting.

Section 2. Special Meetings. Special meetings of the Board may be called by or at the request of the Chairperson or any five members, provided the members submit a written and signed notice of the purpose of the meeting to the Chairperson. The special Meeting shall be held upon at least seven days prior written notice setting forth the date, time, location, purpose of the Special Meeting, and the names of the members calling the meeting if not called by the Chairperson.

Section 3. Notice. Notice of any meeting of the Board shall be delivered personally, sent by mail, e-mail or faxed to each member at the address as shown in the records of the Board. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by email or fax, such notice shall be deemed to be delivered when the notice is sent. Any member may waive notice of any meeting. The attendance of a member at any meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum. At all meetings of the Board, 33% of the membership shall be necessary and sufficient to constitute a quorum for the transaction of business. Actions of a majority of the members present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute or by these Bylaws. If at any meeting there is less than a quorum present, a majority of those present may adjourn the meeting and reschedule the meeting within not more than four weeks, with notice to all members of the group.

Section 5. Action by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members.

Section 6. Compensation. Members may not receive a fee, salary, or remuneration for their services as members, but may, with the approval of the Board, be reimbursed for reasonable out-of-pocket expenses incurred for work performed on behalf of the Board consistent with the policies established by the Executive committee.

Section 7. Meetings By Telephone Or Other Electronic Devices. The member of any Board or any committee of the Board may participate in a duly called meeting by means of a telephone conference call or any other means of electronic communication by which all members present are capable of hearing and responding.

Section 8. Minutes of Meetings. Minutes shall be kept of all meetings and be reviewed and approved at the next regular meeting of the Board. Approved minutes shall be available at the Board office.

Section 9. Voting.

- (a) Vacant positions shall not be counted for purposes of determining a quorum or for voting.
- (b) Each member shall be entitled to one vote. A member may designate an alternate to serve in the member's absence, provided that the alternate represents the same organization or entity from which the member was selected. Alternates may participate in all official business of the Board.

- (c) In order to vote on any matter coming before the Kauai Workforce Investment Board, a quorum must be present. A quorum shall consist of thirty-three percent (33%) of the membership.

ARTICLE IV OFFICERS

Section 1. Officers. The officers of the Board shall be a Chairperson, a Chair-Elect, a treasurer/secretary, and such other officers as may be elected in accordance with the provisions of this article. The Board may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board. A member may hold only one office at any time, and no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument is required by law or by these By-Laws to be executed, acknowledged or verified by two or more officers.

Section 2. Election and Term of Office. The officers of the Board shall be elected annually by the members of the Board at the first regular meeting of the first month in the Program Year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office for one (1) year or until their successor shall have been duly elected and qualified.

Section 3. Removal. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Board would be served thereby.

Section 4. Vacancies. In case of any office of the Board becomes vacant by death, resignation, retirement, disqualification, or any other cause, the Board may elect an officer to fill such vacancy for the remaining terms of the office at any properly noticed meeting.

Section 5. Chairperson. The Chairperson shall be a private sector (business/industry), nongovernmental representative of the Board. The Chairperson shall be the principal operating officer of the Board and shall in general supervise and control all the business and affairs of the Board. The Chairperson shall preside at all meetings. The Chairperson, or any other proper officer of the Board authorized by the Board, may sign any instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Board; and in general this individual shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board from time to time. The Chairperson shall provide leadership to the Board in carrying out its basic responsibilities.

Section 6. Chair-Elect. The Chair-Elect shall be a private sector (business/industry), nongovernmental representative of the Board. In the absence of the Chairperson or in event of the Chairperson's inability or refusal to act, the Chair-Elect shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairperson. Any Chair-Elect shall perform such other duties as from time to time may be assigned by the Chairperson or by the Board.

Section 7. Treasurer/Secretary. The Treasurer/Secretary is responsible for developing and directing the policies, procedures, plans and programs governing all financial matters in and of the Board; receiving and disbursing Board funds and depositing all such monies in the name of the Board and such banks, trust

companies, or other depositories. The Treasurer/Secretary shall in general perform all duties incident to the office of the Treasurer/Secretary including a monthly report to the Board as to the financial status of the Board and such other duties as may from time to time be assigned by the Chairperson.

In addition, Treasurer/Secretary shall: a) Keep the minutes of the Board meetings in one or more books provided for that purpose; b) See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; c) Be the custodian of the Board's records; d) In general, perform all duties incident to the office of the Board and such other duties from time to time as may be assigned by the Chairperson.

ARTICLE V COMMITTEES

Section 1. Executive Committee. There shall be a permanent Executive Committee, which committee shall have and exercise the authority of the Board in the management of the Board; provided, however, that the committee shall not have the authority of the Board in reference to amending, altering or repealing the Bylaws, electing, appointing or removing any member of any such committee or any member of the Board; adopting a plan of merger; adopting a plan of consolidation with a corporation; or authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Board; authorizing the voluntary dissolution of the Board or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Board, or amending, altering or repealing any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate and the delegation thereto of authority shall not operate to relieve the Board, or any individual member, of any responsibility imposed upon it or the member by law.

The Executive Committee shall consist of the Officers of the Board and four other members of the Board to be appointed by the chair. In appointing the members of the Executive Committee the chair shall insure that a majority of the members of the Executive Committee shall be representatives of the private sector. The past-chair of the Board shall serve as an ex-officio member of the Executive Committee.

A report of all actions taken by the Executive Committee shall be filed with the Board at the next regular meeting or at any special meeting called for the purpose of receiving the Executive Committee Report. In the event an action of the Executive committee conflicts with the action taken by any other committee of the Board, the Board shall resolve such conflict.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board in the management of the Board may be designated by a resolution adopted by a majority of the members present at a meeting at which a quorum is present. The resolution shall set forth the responsibilities of each committee. Except as otherwise provided in such resolution, members of each such committee shall be members of the Board and the chairperson of the Board shall appoint the members thereof. The Chairperson shall be an ex officio member of all standing committees. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interest of the Board shall be served by such removal.

Each committee shall keep minutes of its meetings and file the minutes with the KWIB Staff. All committees shall have the power to form and appoint subcommittees to assist the committee in carrying out its duties and responsibilities, as it deems necessary. The members of the subcommittee shall be appointed by the committee chair and need not be members of the Board.

Section 3. Ad Hoc Committees. The Chairperson of the Board may designate ad hoc committees comprised of members of the Board and/or the community at large. The ad hoc committee shall have the authority to make recommendations to the Board.

Section 4. Term of Office. Each member of a committee shall continue as such until a successor is appointed, unless the committee shall be sooner terminated, or unless such member is removed from such committee, or unless such members cease to qualify as a member thereof.

Section 5. Chairman. One member of each committee shall be appointed chairman by the members of the committee.

Section 6. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 7. Quorum. Unless otherwise provided in the resolution of the Board designated committee, a majority of the whole committee shall constitute a quorum, and the majority that is present shall be the act of the committee.

Section 8. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board.

ARTICLE VI ADMINISTRATION

Section 1. Staff. The Board may employ an Executive Director and such other staff as necessary to carry out the functions and purposes of the Board. The Executive Director shall be responsible for the selection, general management and supervision of all staff employed by the Board. The KWIB Staff shall file a quarterly report to the Executive Committee and the Board concerning all personnel actions and issues.

Section 2. Function. All administrative functions of the Board shall be provided by the KWIB staff unless otherwise specified.

ARTICLE VII INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Board shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Board) if that person is or was a member or officer of the Board, against expenses (including attorney's fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interest of the Board, and, with respect to any criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of this Board and, with respect to any criminal action or proceedings, had reasonable cause to believe that the person's conduct was unlawful.

Section 2. The Board shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Board to procure a judgment in its favor because that person is or was a member or officer of the Board, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of the action if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interest of this Board; except that no indemnification shall be made in respect of any claim, issue, or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to this Board unless and only to the extent that the court in which the action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 3. To the extent that a member or officer of the Board has been successful on the merits or otherwise in defending any proceeding referred to in Sections 1 or 2 of this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified by the Board against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 4. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the Board only if authorized in the specific case upon a determination that indemnification of the member or officer is proper in the circumstances because the member or officer has met the applicable standard of conduct set forth in Sections 1 or 2. The determination shall be made (a) by the Board by a majority vote of a quorum consisting of members who were not parties to the proceeding, or (b) if a quorum is not obtainable, or, obtainable if a quorum of disinterested members so directs, by independent legal counsel in a written opinion to the Board, or (c) by a majority vote of the members; or (d) by the court in which the proceeding is or was pending upon application made by the Board or the member or officer or the attorney or other person rendering services in connection with the defense, whether or not the application by the member, officer, attorney, or other person is opposed by this Board.

Section 5. Expenses incurred in defending any proceeding may be paid by the Board in advance of the final disposition of the proceeding as authorized by the Board in a particular case upon receipt of an undertaking by or on behalf of the member or officer to repay such amount unless it shall ultimately be determined that the member or officer is entitled to be indemnified by the Board as authorized in this Article.

Section 6. The indemnification is provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a member or officer and shall inure to the benefit of the heirs and personal representatives of such a person.

Section 7. The Board shall have the power to purchase and maintain insurance on behalf of any member or officer of the Board, against any liability asserted against or incurred by the member or officer in any such capacity or arising out of the member's or officer's status as such, whether or not the Board would have the power to indemnify the member or officer against liability under this Article.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Board, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any

instrument in the name of and on behalf of the Board, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Board, shall be signed by such officer or officers, agent or agents of the Board and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the chairperson or a Chair-Elect of the Board.

Section 3. Deposits. All funds of the Board shall be deposited from time to time to the credit of the Board in such banks, trust companies or other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Board any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Board.

ARTICLE IX AGENTS, CONSULTANTS, AND PROFESSIONAL SERVICES

The Board may engage the services of persons or firms to assist the Board in carrying out its programs and purposes upon such terms and conditions as the Board may determine.

ARTICLE X BOOKS AND RECORDS

The Board shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of any board or committee having any of the authority of the Board.

ARTICLE XI FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year.

ARTICLE XII WAIVER OR NOTICE

Amendment to Bylaws. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the Board present at any regular meeting or at any special meeting, if at least seven days' written notice is given of intention to alter, amend or repeal or to adopt new Bylaws at such meeting.

The Board may have a seal of such form as the Board may from time to time determine which seal shall be in the custody of the secretary. The Board may change the form of the seal or the inscription thereon at pleasure.

ARTICLE XIV CONFLICT OF INTEREST

A member shall not: 1) vote on any matter under consideration by the Board regarding the provision of services by such member (or an entity that such member represents); or that would provide a direct financial benefit to such member or the immediate family of such member; or 2) engage in any other activity determined to constitute a conflict of interest as may be specified in the State Plan.

ARTICLE XV AUDIT

The Board shall utilize the auditing procedures of the Kauaʻi County Department of Finance in conducting its annual audits.

ARTICLE XVI OPEN MEETINGS

All regular and special meetings of the Board shall be open to the public unless specifically closed as provided herein. The Board may hold a meeting closed to the public for one or more of the following purposes:

- a) To consider and evaluate the personal or confidential information relating to individuals, businesses or other entities applying for grants from the Board;
- b) To consider the hire, evaluation, dismissal, or discipline of an officer, employee, or member of the Board or of charges brought against the officer, employee, or member;
- c) To consult with the Board's attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities and liabilities;
- d) To investigate proceedings regarding criminal misconduct;
- e) To consider matters relating to the solicitation and acceptance of private donations;
- f) To deliberate or make a decision upon a matter that requires the consideration of information that must be kept confidential pursuant to a state or federal law, or a court order.

The Board shall make available to the public information regarding the activities of the Board, including information on the local plan prior to submission of the plan, regarding membership, designation and certification of one-stop operators, award of grants or contracts to eligible providers of youth activities, and on request, minutes of meetings of the Board, as is permitted by law.

Adoption of Amendments to the Bylaws

We, the undersigned Directors of the Board having been authorized to do so by valid Resolution of the Board, on this _____ day of _____, _____, do hereby adopt the foregoing amendments to the Bylaws of the Kauai Workforce Investment Board.

Kauai Workforce Investment Board
Chairman

PUBLIC NOTICE

The County of Kaua`i is in the draft review period of its Workforce Investment Act of 1998, Local Area Plan for Program Years 2013- 2017. Pursuant to Hawaii State plan and instructions, the Kaua`i County Workforce Investment Board has developed and published its draft Local Area Plan Modification for Program Year 2013 (through May 2, 2014) and is providing citizens an opportunity to examine its contents and to submit comments on the draft Local Area Plan Modification.

PUBLIC COMMENT PERIOD

The proposed Local Area Plan Modification for Program Year 2013 will be available for public review and comment from April 3, 2013 to May 2, 2013 on the County of Kauai Website www.kauai.gov, under the “What’s New” section. It will also be available for review at the Hawai`i State Public Libraries in Lihue, Kapaa, Princeville and Waimea during their normal hours of operation, and at the following location:

County of Kaua`i
Mo`ikeha Building
Office of Economic Development
4444 Rice Street, Suite 200
Lihue, HI 96766
Monday through Friday, 7:45 a.m. to 4:30 p.m., except on holidays.

A copy of the proposed Local Area Plan Modification will be mailed to any interested person who requests a copy by calling (808) 241-4950.

Citizens who wish to comment on the proposed plan must submit their comments in writing to the above address or fax to (808) 241-6399, to be received by May 2, 2013, in order for the Kaua`i County Workforce Investment Board to finalize the Local Area Plan Modification prior to submittal to the State.

The Kaua`i County Workforce Investment Board will consider any comments and views expressed by citizens on the proposed Local Area Plan Modification for Program Years 2013, and may revise the Plan Modification, if it deems appropriate.

By Authority of the Kaua`i County Workforce Investment Board

Steven Lupkes
Chairman

_____ Date

Kaeo Bradford
County of Kaua`i
Workforce Investment Act Administrator

_____ Date

Appendix 11. Analysis of Kauai's Top 10 Fastest Growing Occupations, See Chart 1, Section 1.

<http://onetonline.org> **Faster than average Growth ***

	Occupation	O*NET#	Short Term Training/Degree or Cert.	Long term Training/ Degree or Cert.	ETP	Other Training Source	National Median Wage	Projected growth to 2020
1	Certified Nursing Assistant	31-1014.00	Professional Dev. Certification	Na	KCC GIH	Na	\$11.74 hr. \$24,420 annual wage	20% to 28% *
2	Construction Engineer	47-2061.00	Professional Dev. Cert.	Na	LCC KCC	Union OJT	\$20,13 hr. \$41,870 annual wage	20% to 28% *
3	Registered Nurse	29-1141.00	Na	AS Degree BS Degree	KCC	Na	\$31.48 hr. \$65,470 annual wage	20% to 28% *
4	Customer Service Representative	43-4051.00	Professional Dev. Cert.	Na	KCC	OJT	\$14.70 hr. \$30,580 annual wage	10% to 19%
5	Firefighter	33-2011.01	Na	AAS Degree AS Degree	HonCC HawCC	State/County Programs Private Trainer	\$21.75 hr. \$45,250 annual wage	3% to 9%
6	Heavy Duty Truck Driver CDL A	53-3032.00	CDL A Certification	Na	KCC	Union OJT	\$18.37 hr. \$38,000 annual wage	20% to 28% *
7	Stock Clerk/Warehouse	43-5081.03	Professional Dev. Cert.	Na	KCC	OJT	\$10.60 hr. \$22,000 annual wage	-2% to 2%
8	Corrections Officers	33-3012.00	Professional Dev. Cert.	Na	HonCC HawCC	State/County Programs Private Trainer	\$18.77 hr. \$39,000 annual wage	3% to 9%
9	Plumber, Pipefitter	47-2152.01	Professional Dev. Cert.	AS Degree	KCC HonCC	Union OJT	\$23.62 hr. \$49,140 annual wage	20% to 28% *
10	Construction Laborer	47-2061.00	Professional Dev. Cert.	Na	KCC	Union OJT	\$14.42 hr. \$29,990 annual	20% to 28% *

